



THIS IS NOT **OR BK 10202 PG 1839** A

CERTIFIED COPY

term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2 The Declaration is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3 This Supplement shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Supplement to be executed by its duly authorized officers and affixed its corporate seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

THE RYLAND GROUP, INC., a Maryland corporation

Sheila D James  
Print Name: Sheila D James

By: [Signature]  
Print Name: Marshall Gray  
Its vice President

Susan Geyer  
Print Name: Susan Geyer

[Signature]  
Print Name: VICTORIA COTTINGHAM

Attest: [Signature]  
Print Name: Bill Wright  
Its President Secretary

Kelly A. Korman  
Print Name: Kelly A Korman

(Corporate Seal)

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 25 day of May, 2000, by Marshall Gray and Bill Wright as V. President and President Secretary, respectively, of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation. They [are personally known to me] [have produced N/A as identification].

36420 99761  
05/23/00 3 18 PM  
#214220v1



Sheila D James  
MY COMMISSION # CC752371 EXPIRES  
June 18, 2002  
BONDED THRU TROY FAIN INSURANCE INC

Sheila D. James  
Notary Public  
Print Name: Sheila D. James  
My commission expires

THIS IS NOT A OR BK 10202 PG 1840  
CERTIFIED COPY

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northwest corner of said Section 8, run thence along the West boundary of the Northwest 1/4 of said Section 8, and the East boundary of LYNMAR COMMERCE PARK - PHASE 1, according to the plat thereof as recorded in Plat Book 81, Page 15, Public Records of Hillsborough County, Florida, and the Northerly prolongation thereof, S.01°20'11"W., 2002.70 feet to the POINT OF BEGINNING; thence S.88°39'49"E., 280.00 feet; thence N.01°20'11"E., 445.96 feet; thence N.68°06'53"E., 394.01 feet to a point on the Westerly boundary of WESTCHESTER PHASE 1, according to the plat thereof as recorded in Plat Book 84, Page 91, Public Records of Hillsborough County, Florida; thence along said Westerly boundary the following eight (8) courses: 1) S.21°53'07"E., 110.00 feet; 2) S.68°06'53"W., 6.08 feet; 3) S.21°53'07"E., 160.00 feet; 4) S.68°06'53"W., 200.00 feet; 5) S.27°10'21"W., 21.04 feet; 6) S.01°20'11"W., 364.60 feet to a point on a curve; 7) Easterly, 2.58 feet along the arc of a curve to the left having a radius of 475.00 feet and a central angle of 00°18'41" (chord bearing N.88°49'31"E., 2.58 feet); 8) S.01°19'49"E., 160.69 feet to the Southwest corner of said WESTCHESTER PHASE 1; thence N.88°39'49"W., 10.06 feet; thence S.01°20'11"W., 487.17 feet; thence S.42°20'11"W., 118.74 feet; thence S.72°20'11"W., 80.53 feet; thence N.88°39'49"W., 232.75 feet; thence N.69°09'49"W., 63.58 feet; thence N.49°39'49"W., 132.62 feet to a point on the aforesaid East boundary of LYNMAR COMMERCE PARK - PHASE 1, also being the West boundary of the Southwest 1/4 of the aforesaid Section 8; thence along said East boundary of LYNMAR COMMERCE PARK - PHASE 1 and said West boundary of the Southwest 1/4 of Section 8, N.01°13'17"E., 107.22 feet to the Southwest corner of the aforesaid Northwest 1/4 of Section 8; thence continue along said East boundary of LYNMAR COMMERCE PARK - PHASE 1 and the West boundary of said Northwest 1/4 of Section 8, N.01°20'11"E., 663.10 feet to the POINT OF BEGINNING

Containing 14.840 acres, more or less.

which has been platted as WESTCHESTER PHASE 2A, according to the plat thereof recorded in Plat Book 87, Pages 13-1 through 13-4, inclusive, Public Records of Hillsborough County, Florida

THIS IS NOT A **OR BK 10202 PG 1841**  
CERTIFIED COPY  
TOGETHER WITH:

DESCRIPTION: A parcel of land lying in Sections 5 and 8, Township 28 South, Range 17 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northwest corner of said Section 8, run thence along the North boundary of said Section 8, S 89°06'26"E., 180.74 feet to a point on the Southeasterly right-of-way line of RACE TRACK ROAD (66 foot right-of-way); thence along said Southeasterly right-of-way line the following three (3) courses: 1) N.49°20'27"E., 432.41 feet to a point on the Northwesterly boundary of WESTCHESTER PHASE 1, according to the plat thereof as recorded in Plat Book 84, Page 91, Public Records of Hillsborough County, Florida; 2) along said Northwesterly boundary, continue, N 49°20'27"E., 465.47 feet to the Northerlymost corner of said WESTCHESTER PHASE 1, said point also being the POINT OF BEGINNING; 3) continue, N.49°20'27"E., 681.22 feet; thence S.76°14'17"E., 475.12 feet; thence S.08°20'40"W., 827.82 feet; thence S.83°03'02"E., 54.43 feet; thence S 06°56'58"W., 363.07 feet; thence S.10°01'08"W, 232.91 feet to a point on the Northeasterly boundary of the aforesaid WESTCHESTER PHASE 1; thence along said Northeasterly boundary the following five (5) courses: 1) N.40°39'33"W., 527.05 feet; 2) N.49°20'27"E., 14.64 feet, 3) N.40°39'33"W, 490.00 feet; 4) N.49°20'27"E., 64.12 feet, 5) N 40°39'33"W, 345.00 feet to the POINT OF BEGINNING

Containing 18.674 acres, more or less

which has been platted as WESTCHESTER PHASE 2B, according to the plat thereof recorded in Plat Book 87, Pages 12-1 through 14-6, inclusive, Public Records of Hillsborough County, Florida.

THIS IS NOT

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



INSTR # 99149205

OR BK 09633 PG 1707

Prepared by and return to:  
Roger A. Larson, Esq. (slw)  
Johnson, Blakely, Pope, Bokor,  
Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 33756

RECORDED 05/17/99 04:18 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK J Anglin

CERTIFIED COPY

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTCHESTER PHASE 1**

THIS AMENDMENT is made this 11<sup>th</sup> day of May, 1999, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Declarant", whose mailing address is 26750 U.S. Highway 19 North, Suite 301, Clearwater, FL 33761.

**WITNESSETH:**

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 on April 12, 1999, as recorded in O.R. Book 9574, Page 79, Public Records of Hillsborough County, Florida (herein, together with any amendments heretofore or hereafter made, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Section 6 of Article X, to amend the Declaration without the approval or joinder of the Association, other Owners, or any other party; and

WHEREAS, Declarant wishes to amend Exhibit "F" of the Declaration;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Exhibit "F" to the Declaration is hereby amended to read as shown on Schedule "1" attached hereto and made a part hereof.
3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

THE RYLAND GROUP, INC., a Maryland corporation

William Pizon  
Print Name: William Pizon

By: [Signature]  
Print Name: William G. Wright  
As: Vice President

Robert [Signature]  
Print Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 11 day of May, 1999, by William G Wright, as Vice President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation. [He] [She] [is personally known to me] [~~has produced a Florida drivers license as identification~~].

 Rita A. Kastrop  
MY COMMISSION # CC571474 EXPIRES July 22, 2000  
BONDED THRU TROY FAUN INSURANCE, INC.

Rita A Kastrop  
Notary Public  
Print Name: Rita A Kastrop  
My commission expires: 7-22-2000

36420.99761  
#184596v1  
4/29/99 2:28 PM

SCHEDULE "1"  
WESTCHESTER

# THIS IS NOT A

DESCRIPTION: A parcel of land lying in Sections 5 and 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of said Section 8, run thence along the North boundary of said Section 8, S.89°06'18"E., 180.74 feet to a point on the Southeasterly right-of-way line of RACE TRACK ROAD (66 foot right-of-way); thence along said Southeasterly right-of-way line the following two (2) courses: 1) N.49°20'27"E., 897.88 feet to the **POINT OF BEGINNING**; 2) continue N.49°20'27"E., 681.22 feet; thence S.76°14'17"E., 475.12 feet; thence S.08°20'40"W., 827.82 feet; thence S.83°03'02"E., 54.43 feet; thence S.06°56'58"W., 363.07 feet; thence S.10°01'08"W., 232.91 feet to a point on the Southwesterly boundary of the EAST PARCEL of WESTCHESTER PHASE 1, according to the plat thereof as recorded in Plat Book 84, Page 91, Public Records of Hillsborough County, Florida; thence along said Southwesterly boundary the following five (5) courses: 1) N.40°39'33"W., 527.05 feet; 2) N.49°20'27"E., 14.64 feet; 3) N.40°39'33"W., 490.00 feet; 4) N.49°20'27"E., 64.12 feet; 5) N.40°39'33"W., 345.00 feet to the **POINT OF BEGINNING**.

Containing 18.674 acres, more or less.

April 16, 1999  
Revised: April 21, 1999

OR BK 09633 PG 1709

CERTIFIED COPY

DESCRIPTION: A parcel of land lying in Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Southwest corner of the Northwest 1/4 of said Section 8, run thence along the West boundary of said Northwest 1/4 of Section 8, N.01°20'11"E., 1794.16 feet to a point on the Northerly boundary of a 190 foot wide Florida Power Easement as recorded in Official Record Book 6115, Page 210, and the Northerly boundary of a 100 foot wide Florida Power Easement as recorded in Official Record Book 1627, Page 110, Public Records of Hillsborough County, Florida; thence along said Northerly boundaries, N.68°06'53"E., 726.54 feet to a point on a curve on the Southwesterly right-of-way line of COUNTRYWAY BOULEVARD as recorded in Official Record Book 9464, Page 1659, and Official Record Book 9464, Page 1654, Public Records of Hillsborough County, Florida; thence along said Southwesterly right-of-way line, Southeasterly, 765.70 feet along the arc of a curve to the right having a radius of 1950.00 feet and a central angle of 22°29'54" (chord bearing S.35°18'44"E., 760.80 feet) to a point on the Northerly boundary of the WEST PARCEL of WESTCHESTER PHASE 1, according to the plat thereof as recorded in Plat Book 84, Page 91, Public Records of Hillsborough County, Florida; thence along said Northerly and the Westerly boundaries of said WEST PARCEL the following nine (9) courses: 1) S.68°06'53"W., 522.00 feet; 2) S.21°53'07"E., 110.00 feet; 3) S.68°06'53"W., 6.08 feet; 4) S.21°53'07"E., 160.00 feet; 5) S.68°06'53"W., 200.00 feet; 6) S.27°10'21"W., 21.04 feet; 7) S.01°20'11"W., 364.60 feet; 8) N.88°49'31"E., 2.58 feet; 9) S.01°19'49"E., 160.69 feet; thence N.88°39'49"W., 10.06 feet; thence S.01°20'11"W., 189.31 feet; thence S.88°39'49"E., 43.16 feet; thence N.82°42'37"E., 5.68 feet; thence N.71°48'20"E., 82.85 feet; thence N.24°13'05"W., 16.78 feet; thence N.11°34'05"E., 29.58 feet; thence N.50°54'01"E., 96.16 feet; thence N.03°10'21"W., 20.55 feet; thence N.67°34'49"E., 49.02 feet; thence N.80°16'30"E., 43.52 feet; thence N.88°30'25"E., 29.58 feet; thence N.35°44'43"E., 72.87 feet; thence S.09°10'06"E., 41.65 feet; thence S.25°58'42"W., 29.91 feet; thence S.89°25'42"E., 18.95 feet; thence S.31°37'39"E., 25.53 feet to a point of curvature; thence Southeasterly, 29.15 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 33°24'05" (chord bearing S.48°19'41"E., 28.74 feet) to a point of tangency; thence S.65°01'44"E., 45.67 feet to a point of curvature; thence Easterly, 32.50 feet along the arc of a curve to the left having a radius of 50.00 feet and a central angle of 37°14'31" (chord bearing S.83°38'59"E., 31.93 feet) to a point of tangency; thence



N.77°43'45"E., 20.28 feet to a point of curvature; thence  
 Northeasterly, 41.28 feet along the arc of a curve to the left  
 having a radius of 50.00 feet and a central angle of 47°18'22"  
 (chord bearing N.54°04'34"E., 40.12 feet) to a point of tangency;  
 thence continue N.30°25'23"E., 5.17 feet; thence S.79°38'40"E.,  
 14.83 feet; thence S.64°59'26"E., 33.93 feet; thence  
 S.58°36'11"E., 78.54 feet; thence S.45°15'13"E., 31.69 feet;  
 thence N.74°18'45"E., 102.05 feet to a point on the West boundary  
 of the South 1/2 of the Southeast 1/4 of the aforesaid Northwest  
 1/4 of Section 8; thence along said West boundary, S.01°26'59"W.,  
 299.49 feet to a point on the South boundary of said Southeast  
 1/4 of the Northwest 1/4 of Section 8; thence along said South  
 boundary, S.88°52'55"E., 88.05 feet; thence S.10°01'08"W., 509.08  
 feet to a point on the Northerly boundary of a 125 foot wide  
 Tampa Electric Company Easement as recorded in Official Record  
 Book 1088, Page 657, Public Records of Hillsborough County,  
 Florida; thence along said Northerly boundary, S.86°55'09"W.,  
 1330.59 feet to a point on the West boundary of the Southwest 1/4  
 of said Section 8; thence along said West boundary,  
 N.01°16'09"E., 600.38 feet to the POINT OF BEGINNING.

Containing 54.654 acres, more or less.

April 16, 1999  
 Revised: April 21, 1999

OR BK 09633 PG 1711



2. Section 5(d) of Article X is hereby deleted and in lieu thereof the following is inserted:

**CERTIFIED COPY**  
Section 5(d). An instrument signed by 75% of the voting members approving such amendment.

3. Section 3 of Article VII is hereby deleted and in lieu thereof the following is inserted:

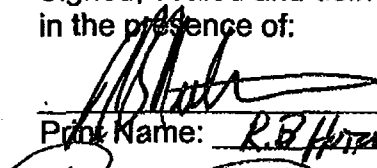
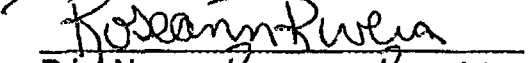
Section 3. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in **Exhibit "A"** attached hereto to the Association, the Association is irrevocably bound to accept such conveyance. Conveyance of all of the Common Areas shall be conveyed by the Declarant to the Association at the time of the conveyance of the first Lot to an Owner.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.


5. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Print Name: R.B. Hernandez  
  
Print Name: ROSEANN RIVERA

THE RYLAND GROUP, INC.,  
a Maryland corporation

By:   
Print Name: THOMAS C. FRY  
As: VICE President

(CORPORATE SEAL)

THIS IS NOT A **OR BK 09845 PG 0201**

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

**CERTIFIED COPY**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of SEPTEMBER, 1999, by THOMAS C. FRY, as VICE President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation. [He] ~~[She]~~ [is personally known to me] [~~has produced a Florida drivers license as identification~~].

Connie C. Holt  
Notary Public  
Print Name: CONNIE C. HOLT  
My commission expires:

36420.99761  
#195892 v1 - 36420 Second Amendment  
9/16/99 3:46 PM



Connie C. Holt  
MY COMMISSION # CC795616 EXPIRES  
December 7, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

THIS IS NOT A

THIS IS NOT A COPY OF THE ORIGINAL RECORD AS IT MAY BE SUBJECT TO CHANGE OR DELETION

Prepared by and return to:

Roger A. Larson, Esq.  
Johnson, Blakely, Pope, Bokor,  
Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 33756

INSTR # 2000311741

OR BK 10441 PG 0926

RECORDED 10/30/2000 09:40 AM  
RICHARD WAKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Edson

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WESTCHESTER PHASE 1**

THIS AMENDMENT is made this 16TH day of OCTOBER, 2000, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter referred to as "Declarant", whose mailing address is 26750 U.S. Highway 19 North, Suite 301, Clearwater, FL 33761.

**WITNESSETH:**

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 on April 12, 1999, as recorded in O.R. Book 9574, Page 79, and amended by the First Amendment recorded in O.R. Book 9633, Page 1707; and amended by the Second Amendment recorded in O.R. Book 9845, Page 199, and further amended by Supplement to Declaration recorded in O.R. Book 10202, Page 1838, all of the Public Records of Hillsborough County, Florida (herein, together with any amendments heretofore or hereafter made, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Section 6 of Article X, to amend the Declaration without the approval or joinder of the Association, other Owners, or any other party; and

WHEREAS, Declarant desires to amend Exhibit "A" of the Declaration by the addition of "WESTERCHESTER PHASE 3", being more particularly described on Schedule "1" attached hereto and incorporated herein ("WESTCHESTER PHASE 3"); and

WHEREAS, Declarant is the owner in fee simple of the WESTCHESTER PHASE 3;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Exhibit "A" of the Declaration is hereby amended by the addition of WESTCHESTER PHASE 3, and WESTCHESTER PHASE 3 shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Sally Robinson  
Print Name: SALLY ROBINSON

Nancy Engelman  
Print Name: NANCY ENGELMAN

THE RYLAND GROUP, INC.,  
a Maryland corporation

By: [Signature]  
Print Name: WILLIAM G. WRIGHT  
As: VICE President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 19TH day of OCTOBER, 1999, by WILLIAM G. WRIGHT, as VICE President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced a Florida drivers license as identification].

Sally J. Robinson  
Notary Public  
Print Name: SALLY J. ROBINSON  
My commission expires:

36420.99761  
#223180 v1 - THIRD AMENDMENT  
9/28/00 1:40 PM



Sally J. Robinson  
MY COMMISSION # CC741764 EXPIRES  
June 4, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

**THIS IS NOT A COPY**  
DESCRIPTION: A parcel of land lying in the Northwest 1/4 of Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northwest corner of said Section 8, run thence along the West boundary of said Northwest 1/4 of Section 8, S.01°20'11"W., 871.64 feet to a point on the Northerly boundary of a 100 foot wide Florida Power Easement as recorded in Official Records Book 9464, Page 1659, Public Records of Hillsborough County, Florida, also being a point on the Northerly boundary of a 190 foot wide Florida Power Easement as recorded in Official Records Book 6115, Page 210, Public Records of Hillsborough County, Florida, and said point also being the POINT OF BEGINNING; thence along said Northerly boundaries, N.68°06'53"E., 726.54 feet to a point on a curve on the Westerly right-of-way line of COUNTRYWAY BOULEVARD, as recorded in Official Records Book 9464, Page 1659, Public Records of Hillsborough County, Florida; thence along said Westerly right-of-way line and the Westerly right-of-way line of COUNTRYWAY BOULEVARD, as recorded in Official Records Book 9464, Page 1654, Public Records of Hillsborough County, Florida, Southeasterly, 765.70 feet along the arc of a curve to the right having a radius of 1950.00 feet and a central angle of 22°29'54" (chord bearing S.35°18'44"E., 760.80 feet) to the Northeast corner of TRACT "B-1", according to the plat of WESTCHESTER PHASE 1, as recorded in Plat Book 84, Page 91, Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said WESTCHESTER PHASE 1, S.68°06'53"W., 522.00 feet to the Northeast corner of WESTCHESTER PHASE 2A, according to the plat thereof as recorded in Plat Book 87, Page 13, Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said WESTCHESTER PHASE 2A the following three (3) courses: 1) S.68°06'53"W., 394.01 feet; 2) S.01°20'11"W., 445.96 feet; 3) N.88°39'49"W., 280.00 feet to a point on the East boundary of LYNMAR COMMERCE PARK - PHASE 1, according to the plat thereof as recorded in Plat Book 81, Page 15, Public Records of Hillsborough County, Florida, also being a point on the aforesaid West boundary of the Northwest 1/4 of Section 8; thence along said East boundary of LYNMAR COMMERCE PARK - PHASE 1, the East boundary of LYNMAR COMMERCE PARK - PHASE II, according to the plat thereof as recorded in Plat Book 84, Page 88, Public Records of Hillsborough County, Florida, and also being said West boundary of the Northwest 1/4 of Section 8, N.01°20'11"E., 1131.06 feet to the POINT OF BEGINNING.

Containing 19.457 acres, more or less.

Which has been platted as WESTCHESTER PHASE 3, according to the plat thereof recorded in Plat Book 88, pages 72-1 through 72-6, inclusive, Public Records of Hillsborough County, Florida.

Schedule 1

OR BK 10441 PG 0928





# THIS IS NOT A CERTIFIED COPY

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Section 8 of Article VIII is hereby amended and replaced by the following language:


"Such fences shall only be made of cypress or other wood material or polyvinyl chloride (PVC). Fences shall conform to all manufactures' specifications. In the case of PVC fences, all fences shall be white. Gates shall be in the same style and color as the fence type."


3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida.

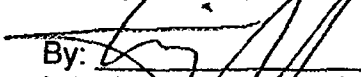
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Westchester Phase 1 to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Print Name: THOMAS B. TZANKOS

  
Print Name: ANGELA ANETAKIS

THE RYLAND GROUP, INC.,  
a Maryland corporation

By:   
Print Name: WILLIAM B. KAMEL  
As: Division President

(CORPORATE SEAL)


OR BK 10607 PG 1390  
THIS IS NOT A  
CERTIFIED COPY

STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 2nd day of FEBRUARY, 2001, by WILLIAM G. WRIGHT, as President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced a Florida drivers license as identification].

Connie C. Holt  
Notary Public  
Print Name: CONNIE C. HOLT  
My commission expires:

36420.99761  
#225808 v1 - Fourth Amendment to Westchester  
1/22/01 1:29 PM

 Connie C. Holt  
MY COMMISSION # CCT95616 EXPIRES  
December 7, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

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

INSTRUMENT#: 2009307545, O BK 19468  
PG 803-806 09/16/2009 at 03:15:45 PM,  
DEPUTY CLERK: AHOLTZMAN Pat Frank,  
Clerk of the Circuit Court Hillsborough County

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SPACE ABOVE THIS LINE FOR RECORDING DATA

**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 YARBRONG

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. DD859808

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.*