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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WEST HAMPTON**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WEST HAMPTON (the "Amendment"), is made this _____ day of April, 2019 by WEST HAMPTON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

RECITALS

WHEREAS, certain Declaration of Covenants, Conditions, and Restrictions for West Hampton (the "Declaration"), recorded in Official Records Book 11269, Page 0446, *et seq.*, of the Public Records of Hillsborough County, Florida, which was amended in Official Records Book 22295, Page 599, *et seq.*, of the Public Records of Hillsborough County, Florida; and

WHEREAS, Article XII, Section 5 of the Declaration provides that the Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association; and

NOW THEREFORE, David Naymick, President and Marty Spolarich, as Secretary of West Hampton Homeowners' Association, Inc., do hereby certify that the following amendments to the Declaration of Covenants, Conditions, and Restrictions for West Hampton have been approved at the annual member's meeting held on March 28, 2019 by the affirmative vote of Members representing two-thirds of the total votes of the Association:

General Provisions. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Declaration.

(Where applicable, the following "~~strike through~~" text will be deleted and the following new text will be added "underscoring").

I. **Article IV, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:**

Section 3. Lot Maintenance. The maintenance of Lots shall be the complete responsibility of the Owner. ~~If a mailbox is installed by the Developer, in its sole~~

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~~discretion, the Owner shall be responsible for the maintenance, repair and replacement
of the mail box installed by the Developer.~~

**II. Article VI, Section 2 of the Declaration of Covenants, Conditions, and Restrictions for
West Hampton is amended to read as follows:**

Section 2. Architectural Control Board. ~~At such time as the Developer no longer
owns any portion of the Property, the~~ The Architectural Control Board ("ACB") shall
become be a standing committee of the Association. The ACB shall have the power to
promulgate such rules and regulations as it deems necessary to carry out the provisions
and intent of this Section and other provisions of this Declaration. The ACB shall
consist of three members, at least one (1) being a Board member, but not more than
two (2) ACB members may be Directors of the Association and such members shall be
designated by the Directors of the Association. In the event of death, disability or
resignation of any member of the ACB the remaining members shall have full authority
to designate a successor. The members of the ACB need not be members of the
Association and shall not be entitled to any compensation for services performed
pursuant to this Section. A majority of the ACB may take any action the ACB is
empowered to take, may designate a representative to act for the ACB and may employ
personnel and consultants to act for it.

**III. Article VIII, Section 5 of the Declaration of Covenants, Conditions, and Restrictions for
West Hampton is amended to read as follows:**

Section 5. Garage. All single family residences shall have at least a two-car
enclosed garage (equipped with garage doors that shall be maintained in usable condition) and
concrete or paver drive that will provide off-street parking for at least a total of two (2) motor
vehicles.

No building erected for use as a garage upon the land hereby conveyed or upon any
parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle
that could be used for housing of any kind be allowed to park or remain within the boundaries
of any of the lots or Common Area, whether for dwelling purposes or not, except for loading
and unloading purposes.

**IV. Article VIII, Section 20, A, 3rd paragraph of the Declaration of Covenants, Conditions,
and Restrictions for West Hampton is amended to read as follows:**

Except as installed by Declarant, the location, type and design of all proposed fences
and/or walls shall be approved by the ACB prior to installation. Unless otherwise
installed by the Declarant, no chain link fences shall be allowed. No barbed wire or
electrical strands shall be used as a fence or part of a fence. All fences and/or walls,
where permitted, shall be of the same or complementary material and design as the
dwelling, however, no wood fence shall be installed upon any Lot after recording of
this amendment. The ACB shall not approve the installation of any new or replacement
wood fence upon any Lot.

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V. Article VIII, Section 20, B of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

B. Fence and Wall Specifications. The ACB has located and pre-established a community standard for three (3) fence types and a masonry wall that are the only acceptable standards for the Community. Exhibit C, "Approved Fence and Wall Types", illustrates the fence and wall specifications and should be viewed when reading this section. However, no wood fence shall be installed upon any Lot after recording of this amendment. The ACB shall not approve the installation of any new or replacement wood fence upon any Lot.

VI. Article VIII, Section 20, C of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

C. Privacy Fences. Privacy fences shall not exceed six (6) feet and shall be made of ~~wood or~~ polyvinyl chloride (PVC). Fences shall conform to all manufacturers' specifications. ~~The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all fences shall be tan. Wood fences shall be of wood tone solid color stain as approved by the ACB.~~ Gates shall be in the same style and color as the fence type.

VII. Article VIII, Section 20, D of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

D. Sideyard Fences. Sideyard fences shall be a minimum of three (3) feet and shall not exceed four (4) feet in height. Amenity fences may be substituted for sideyard fences. Sideyard fences shall be made of ~~wood,~~ PVC, or aluminum where an amenity fence substituted. Fences shall conform to the manufacturer's specifications. ~~The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all sideyard fences shall be tan. Wood sideyard fences shall be of wood tone, solid color stain and w~~Where amenity fences are substituted, aluminum fences shall be black or ~~dark green~~ white as approved by the ACB. Gates shall be in the same style and color as the fence type.

VIII. Article VIII, Section 20, E of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

E. Amenity Fences. Amenity fences shall be a minimum of three (3) feet and shall not exceed four (4) feet in height and made of aluminum or polyvinyl chloride (PVC). Fences shall conform to the manufacturer's specifications. ~~The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all amenity fences shall be tan. Wood amenity fences shall be wood tone, solid color stain as approved by the ACB.~~ Aluminum fences shall be black or ~~dark green~~ white as approved by the ACB. Gates shall be in the same style and color as the fence type.

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IX. Article VIII, Section 20, H, 6th paragraph of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as approved by the ACB or installed by the Developer. No fence or wall shall exceed six (6) feet in height, except as approved by the ACB. No chain link fence shall be permitted upon a residential Lot. Chain link fences may be allowed in Common Areas as deemed essential or appropriate by the ACB. ~~All fences shall be constructed of wood using pressure treated wood materials and galvanized nails and all stringers and/or posts utilized in such fencing shall be visible only front the interior Lot upon which the same is constructed.~~ Fences shall be installed good side of fence facing out.

(The balance and remainder of Article VIII, Section 20 of the Declaration of Covenants, Conditions, and Restrictions for West Hampton remains unchanged).

X. Article VIII, Section 26 of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

Section 26. Recreational Structures. No outside towers, poles, tree houses, above ground pools, and skate board ramps shall be erected on any Lot. Only portable and removable basketball backboards and goals may be utilized ~~and such backboard or goal shall be stored out of sight while not in direct use.~~ and shall be subject to guidelines promulgated by the ACB as to placement and appearance.

XI. Article VIII, Section 37 of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

Section 37. Mailboxes. The Developer, as part of its original development of the Property, installed mailboxes and supports. Effective January 1, ~~2014~~ 2020, in order to maintain uniformity of mailboxes and supports, all mailboxes and supports on residential lots in the Property shall be as follows: Mailbox Model: Estate-3VFL-4-1017-1-3BR-SAT. Mailbox Post: Estate, 3" Fluted Pole, acorn finial, 1017 cast aluminum mailbox, #1 decorative base, Satin Black with 3" brass numbers. Mailboxes that were originally installed by the declarant are permitted to remain on residential lots until the mailbox and support falls into a state of disrepair and are in need of being replaced or until the owner decides to replace the mailbox and support, whichever occurs first, at which time all mailboxes and mailbox supports must be replaced with the type described in this paragraph and all white mailboxes shall be replaced by the Lot Owner with a black mailbox as specified herein by January 1, 2020. The Architectural Control Committee reserves the right to modify or change the permitted style of mailbox and support if this style mailbox and support becomes unavailable or they are no longer manufactured.

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XII. Article XII, Section 5 of the Declaration of Covenants, Conditions, and Restrictions for West Hampton is amended to read as follows:

Section 5. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds a majority of the total votes of the Association. Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Hillsborough County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendments to this Declaration which alter any provision relating to the surface water or Master Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District.

XIII. Exhibit "C" of the Declaration of Covenants, Conditions, and Restrictions for West Hampton as recorded in O. R. Book 11269, Page 0482 of the Public Records of Hillsborough County, Florida is deleted in its entirety.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on behalf of the Association this 16th day of April, 2019.

Signed, sealed and delivered in the presence of:

WEST HAMPTON HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Witness
Print Name: [Name]

By: [Signature]
David Naymick, President

[Signature]
Witnesses
Print Name: [Name]

Attest:
By: [Signature]
Marty Spolarich, Secretary

[Signature]
Witness
Print Name: [Name]

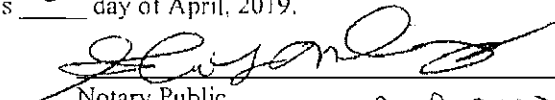
[Signature]
Print Name: [Name]

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, this day personally appeared, David Naymick, as President and Marty Spolarich, as Secretary of West Hampton Homeowners' Association, Inc., a Florida not for profit corporation who are personally known to me or have produced _____ as identification, as officers of said corporation and they severally acknowledged before me that they executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions for West Hampton, freely and voluntarily for and on behalf of said corporation, for the uses and purposes therein mentioned and intended, and with full and specific authority of the Board of Directors of said corporation in their behalf.

WITNESS my hand and official seal this 16th day of April, 2019.



Notary Public
My Commission expires: 9-19-2022

ACTIVE: W26525/394666:12193566_1

