

Prepared by and Return to:
Greenberg Nikoloff, P.A.
1964 Bayshore Blvd. Ste. A
Dunedin, FL 34698

**NOTICE OF REVITALIZATION OF
RESTRICTIONS FOR WESTCHESTER SHORES
(Lots 57 through 80 – as Recorded in PB 107, Pages 3-12 and Replat PB 108, Pages 96 & 97)**

Pursuant to Florida Statutes §720.403, et seq., Westchester Shores Homeowners Association, Inc. (“Association”), whose address is c/o Ameri-Tech Community Management, Inc., 24701 US Hwy. 19 North, Ste. 102, Clearwater, FL 33763 files this notice that the Restrictions for Westchester Shores has been revitalized from the filing date of this notice. A copy of the Restrictions for Westchester Shores, a copy of the Articles of Incorporation of Westchester Shores Homeowners Association, Inc. and the By-Laws of Westchester Shores Homeowners Association, Inc., and any and all amendments to any of the same, are attached hereto and made a part hereof as Exhibit “A”.

Approval of the revitalization of the Restrictions for Westchester Shores was held on November 3, 2025 at the membership meeting/meeting of lot owners, by a vote of not less than a majority of the affected parcel owners within Westchester Shores, conducted at a meeting after notice to the affected parcel owners/members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property and a graphic depiction of the property is attached hereto as Exhibit “B”, and the letter of approval of the revitalization by the Department of Commerce is attached hereto as Exhibit “C”.

WESTCHESTER SHORES
HOMEOWNERS ASSOCIATION, INC.

By:

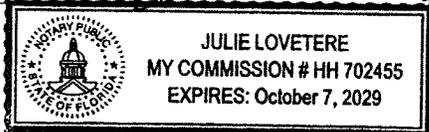
Sharon Kemble
Sharon Kemble, as President

ATTESTED:

Raquel M. Colom
Raquel M. Colom, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2026, by Sharon Kemble, as President and Raquel M. Colom, as Secretary, of Westchester Shores Homeowners Association, Inc. and are personally known to me or have produced as identification.



Julie Lovetere
NOTARY PUBLIC

FOR PURPOSES OF INDEXING IN THE PUBLIC RECORDS, EACH PARCEL OWNER LISTED ON THE ATTACHED EXHIBIT “B” SHALL BE INDEXED AS THE GRANTOR AND THE ASSOCIATION SHALL BE INDEXED AS THE GRANTEE IN ACCORDANCE WITH FLORIDA STATUTE.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTCHESTER LAKES DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Clearwater, County of Pinellas, State of Florida, which is more particularly described in the attached Exhibit "A";

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, and shall have initial Articles of Incorporation and By-Laws as attached hereto as Exhibits "B" and "C".

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinabove described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for

REC 16800
11/16/92

16038934 MBC 09-03-92 16:17:52
01 DCL- WESTCHESTER LAKES DEVL

RECORDING 1 \$168.00

THIS INSTRUMENT PREPARED BY
WILLIAM J. KIMPTON ATTORNEY
KIMPTON BURKE & WHITE P.A.
28059 U.S. Hwy. 19 N. Ste. 203
Clearwater, FL 34621

TOTAL: \$168.00
CHECK AMT. TENDERED: \$168.00
CHANGE: \$0.00

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: *[Signature]*

Ex.
"A"

the common use and enjoyment of the owners. Common area shall also be deemed to include the rights of all Association members to use easements and paved drives and walkway areas over the adjoining residential communities of Westchester Lake Townhomes and Westchester Lake Condominium (including the recreational facility), per written easement agreements.

The common areas shall include the right to use Tracts "A" and "B" as shown on the Plat of Westchester Lake Townhomes, subject to any State or local law regulating the use of such areas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WESTCHESTER LAKES DEVELOPMENT CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1 - Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge and collect reasonable use, maintenance and other fees for the use of the recreational facility situated in Westchester Lake Condominium, an adjoining residential community to the north, and the right of the Association to charge and collect reasonable use, maintenance and other fees for use of the paved areas and access ways of Westchester Lake Townhomes, the residential community to the immediate north.

(b) the right of the Association to suspend the voting rights, the rights of access over and through Westchester Lake Townhomes (paved areas), and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period

not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of such class of members has been recorded.

Section 2 - Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the

Class B membership, or

(2) on December 31, 1994.

(c) Class A Voting. There shall be one vote for each Lot owned by one or more Class A members, subject to the following requirements. As to each Lot owned by one or more Class A members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one, and one only, of the Owners of such Lot as the "Voting Member" for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their duly appointed proxy, shall be allowed to cast the vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote, nor shall such percentages or fractions for voting purposes under this Declaration for the Association.

(d) Class B Voting. There shall be four (4) votes for each Lot owned by the Class B member and the votes of the Class B member may be cast by any person designated in a Voting Member Designation Certificate in the same manner as for Class A members except that one person may be designated by the Declarant to cast the votes for more than one Lot Owner by the Declarant in a single Certificate.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$780.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair

or replacement of a capital improvement upon the Common Area, and including the recreational facility located in Westchester Lake Condominium, an adjoining residential community to the north, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(NOTE: Members have a right of use of the referenced recreational facilities and a corresponding obligation to pay for the proportionate share of maintenance and refurbishment expenses, as reasonably required to keep the recreational facilities in good condition).

Section 5 - Notice and Quorum for Any Action Authorized Under 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7 - Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided:

(a) Annual Assessment. The annual assessment paid by

the other Owners shall not exceed the maximum assessment for Common Expenses permitted by Section 3 of this Article; and

(b) Common Expenses. The Declarant shall be responsible for paying the difference between the Association's Common Expenses otherwise to be funded by annual assessments for Common Expenses and the amount received from Owners, other than the Declarant, in payment of the annual assessments for Common Expenses levied against their respective Lots, Units or Parcels. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Developer may at any time give written notice to the Association prior to November 30 of a year thereby terminating effective as of December 31 of such year its responsibility for the Deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Declarant shall thereafter be assessed at twenty-five (25%) percent of the annual assessment established for Lots, Units or Parcels owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for the applicable Class for such Lots, Units or Parcels, and prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage or the contract purchaser's entry into possession, as the case may be.

Section 8 - Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following recording of the Subdivision Plat in the Official Records of Pinellas County, Florida. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8 - Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, dock, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1 - Grass, Landscaping and Sprinkler System. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder to the sole extent that the Association shall maintain the grassed and landscaped areas of each Lot in the Properties, including mowing of the grass, customary spraying of pesticides for pest control and fertilizing the grass and plants and pruning and the common lawn sprinkler system if such system is installed.

Section 2. The Association shall repair, maintain and replace roofs throughout the project and shall maintain the exterior of all residential units.

Section 3. The Association shall maintain the paved areas, including streets and sidewalks located within the described community.

Section 4. The Association shall pay its share of the maintenance expenses for use of the recreational facilities located in Westchester Lake Condominium, a residential community located to the north of this development. The members of the Association shall abide by the rules and regulations promulgated for the use of such facilities as a condition to any lot owners' right to use of same.

ARTICLE VII

USE RESTRICTIONS

Section 1 - Generally. The use of the Properties shall be in accordance with the following provisions:

(a) Single Family Residence. The Properties shall be used only for single family residences, and for the enjoyment of such residents. Each of the Lots for which provision is made by this Declaration shall be occupied only by a single family as its residence and for no other purpose. Only one (1) residence may be built on each Lot and no accessory building shall be placed upon a Lot without the prior written consent of the Association. Nothing herein shall preclude the construction of units on two or more lots, provided however, each lot shall remain obligated for its share of maintenance and assessments, as though one (1) residence were constructed on it.

(b) Leasing. Units may be leased by Owners, without Association approval, subject to the limitations of local zoning and municipal ordinances, if any. Only entire units may be leased, and only the lessee and his family, servants, and guests may occupy the unit under authority of any lease.

(c) Nuisances. No nuisances shall be allowed upon the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. All personal property shall be stored (including bicycles, barbecue equipment, potted plants,

etc.) within the boundaries of the unit, which includes the patio.

(d) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

(e) Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(1) No fences or hedges or similar improvements, or additional landscaping shall be erected or planted on any of the common areas, and the same shall not be erected or permitted upon a Lot without written approval of the Association.

(2) No outdoor clothes drying activities are permitted.

(3) No garbage or trash containers shall be allowed outside an individual unit.

(4) No signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

(5) No exterior radio, television or electronic antenna or aerial may be erected or placed on the Lot or the building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Lot Owner. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Properties, or buildings, and the erection, maintenance or operation of any of the same is prohibited.

(6) The parking of vehicles of any kind upon any of the Properties' roadways is prohibited, except that non-commercial passenger vehicles may be parked (not stored) in areas

designated for such parking the common areas. The parking of commercial vehicles, trucks, trailers, motor homes, campers, recreational vehicles, boats, boat trailers, and inoperable vehicles of any type on any of the Properties is prohibited unless such items are parked within a garage and kept completely from view from all places on the Properties. Each lot owner may park one (1) passenger (not commercial) vehicle in the driveway for such lot. Maintenance and repair of vehicles shall be within enclosed garages only.

(7) No solar film shall be placed on any window of a unit which is visible from any portion of the common elements. This rule may be waived in writing by the Board of Directors where circumstances justify such waiver.

(8) All drapes, blinds and other window treatments visible from the exterior of a unit are subject to the approval of the Board of Directors. The Board may require any such window treatment to be removed where no prior approval of same has been obtained.

(f) Insurance Rates. No Owner shall permit or suffer anything to be done or kept on his Lot, or on the Common Property or on the Common Areas which will increase the rate of insurance on the other Lots, or which will obstruct or interfere with the right of other occupants of the other Lots or annoy them by unreasonable noises or create an unsightly condition.

(g) License. Whenever it is necessary to enter upon any Lot for the purpose of performing any maintenance, alteration or repair to the exterior of the Lot or to any portion of Common Area, the Owner of each Lot shall permit other Owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such Lot, or any structure or improvement situate thereon, or to go upon the Common Areas constituting an appurtenance to any such Lot for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

(h) Modifications. No Owner shall cause any additions,

modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow on the Properties or modify any landscaping on the Properties without the written consent of the Board of Directors of the Association first had and obtained. The Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Board of Directors of the Association.

(i) Portable or Temporary Buildings. No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed or kept on any portion of the Properties, except that construction sheds or trailers and temporary sanitary facilities may be placed on the Properties and remain there temporarily during the course of active construction and development of the Properties.

(i) Damages. The Owner of each Lot must promptly correct any condition upon their Lot which, if left uncorrected, would adversely affect any portion of the Properties.

(j) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other customary and usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that whenever and at all times that any such household pet is outside the interior portion of the residence of the Owner, such pet shall be leashed and be in full direct physical control by the Owner or a family member or servant of the Owner. Each Owner of a pet shall be responsible for the immediate removal and disposal of the pet's

waste from all portions of the Properties.

(k) Perimeter Walls and Fences. No Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Properties or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall impede or increase the costs of the maintenance of such wall or fence.

(l) Trees. No Owner shall remove, add, damage, trim, prune or otherwise alter any tree on the Properties, the trunk of which tree is four (4) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(1) With the express written consent of the Association.

(2) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(3) Notwithstanding the foregoing limitation, an Owner may perform, without the express consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lots, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(4) It is the express intention of this subsection (1) that the trees existing on the subdivision located upon the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

(m) Boats. The subdivision adjoins a small body of water.

An Owner, his guests, etc. may use such body of water for recreational purposes, subject to the limitations and regulations of any governmental authority, strictly at their own risk, however, use of motorized water vehicles are prohibited, except that such vehicles may be used when motorized provided that the motor is electric and provides thirty-six (36) pounds of thrust, or less. It is the intention hereof, to limit the size of any such vehicle, and no such vehicle shall exceed fifteen (15) feet in length or width, without the advanced written consent of a majority of the Board of Directors of the Association.

ARTICLE VIII

EASEMENTS

Section 1 - Utilities. Easements are reserved through the Properties as may be required for utility services in order to serve the Properties adequately, and the Developer shall be allowed to grant such easements to the utility companies as relevant for the residential subdividing and use of the property. Utility services include but shall not be limited to, water, sewer, telephone, cable television, drainage, irrigation, gas and electric service.

Owners and utility companies shall be afforded access to any lot as necessary, to restore utility service, in the event of damage to any utility lines or equipment.

Section 2 - Ingress and Egress for Other Lands. In addition to any reservation or dedication made by plat, the Association and Owners consent hereby to an easement, hereby reserved, for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, road, sidewalks and Common Areas in the Properties in favor of all lands described herein. The Owners also consent to easements over and across the paved areas of the development for adjoining residential communities that may currently exist or that may be granted from time to time by the Board of Directors of the Association.

Section 3 - Utilities for Other Lands. Association and Owners

consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Development so as to provide access to these services to said abutting lands directly from the Properties.

Section 4 - Additional Easements. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot. Said easements may be for the benefit of adjoining residential communities.

Section 5 - Ingress and Egress Preserved. The creation of new easements as provided for in this Article VIII shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

Section 6 - Unintentional Encroachments. In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Areas shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

Section 7 - Limitations. Notwithstanding anything in this Article VIII to the contrary, no easement granted by Paragraphs 1 through 4 inclusive of this Article shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 8 - Lawn Mowing. In addition to the aforementioned easements, Developer reserves for itself, the Association and their

grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each lot and the right to enter upon each lot for the purpose of providing lawn maintenance serves to each of said Lots.

ARTICLE IX

PARTY WALLS

A. Each wall which is built as a part of the original construction of the units within the grouping and placed on the dividing line between the Units shall constitute a party wall; and, to the extent not inconsistent with the provisions of this paragraph, the general rules or law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

B. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owner thereafter makes use of the party wall, such Owner shall contribute to the cost of restoration thereof in proportion to his use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

D. Notwithstanding any other provision of this paragraph, an Owner who, by any negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

F. In the event of any dispute arising concerning a party wall, or under the provisions of this paragraph, each party shall

choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party fail to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the failing party.

G. As used herein, "Owner" or "Owners" shall mean the record Owner of title to a unit subject to these restrictions.

ARTICLE X

GENERAL PROVISIONS

Section 1 - Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extend for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendments must be recorded.

Section 4 - Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5 - FHA/VA Approval. As long as there is a Class B

membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of August, 1992.

Attest:

Craig Burley
Craig Burley, Secretary

WESTCHESTER LAKES DEVELOPMENT CORPORATION

By Richard Geiger
Richard Geiger, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared RICHARD GEIGER and CRAIG BURLEY, to me well known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of WESTCHESTER LAKES DEVELOPMENT CORPORATION, a Florida corporation, and acknowledged to and before me that they executed such instrument as such officers of the corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 1st day of August, 1992.

John A. [Signature]
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 17, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

My Commission Expires:

EXHIBIT "A"

Lots 57-80, WESTCHESTER LAKE TOWNHOMES, according to the map or plat thereof, as recorded in Plat Book 107, Pages 3 through 12, of the Public Records of Pinellas County, Florida.

BY-LAWS
OF
WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Clearwater, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, dated August 1, 1992, and recorded in O.R. Book _____, Pages _____, Public Records of Pinellas County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to WESTCHESTER LAKES DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of Circuit Court, Pinellas County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, who need not be members of the Association. The Board shall have no more than nine (9) members, with the actual number determined from time to time by the members of the Association, at the annual meeting.

Section 2. Term of Office. At the first annual meeting, the members shall elect one-third (1/3) of the Directors for a term of one (1) year, one-third (1/3) of the Directors for a term of two (2) years and one-third (1/3) of the Directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one-third (1/3) of the Directors for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive

compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the

Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) grant easements to adjoining homeowner associations and their members over the common areas as described by the Board as reasonable.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard

insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) negotiate and enforce agreements with Westchester Lake Condominium Association regarding use, maintenance, repair, and replacement of recreation facilities located within the adjoining residential condominium project.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled

by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association

books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals, this 15th day of August, 1992.


RICHARD GEIGER

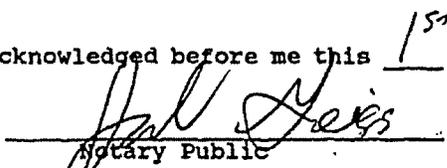
2753 State Road 580, Suite 205
Clearwater, Florida 34621


CRAIG BURLEY

2753 State Road 580, Suite 205
Clearwater, Florida 34621

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of August, 1992.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 17, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC., a Florida corporation; and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of August, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1st day of August, 1992.


Craig Burley, Secretary

ARTICLES OF INCORPORATION

OF

WESTCHESTER SHORES HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Pinellas County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I - NAME

The name of the corporation is Westchester Shores Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The principal office of the Association is located at 2759 State Road 580, Suite 200, Clearwater, Florida 34621.

ARTICLE III - PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential lots as described in Exhibit "A" attached hereto and incorporated herein, together with common areas associated therewith or related thereto, maintenance and use of recreational facilities and easements on adjoining property, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to

be recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, and the Association's share of such expenses for recreational properties located on adjoining properties;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) grant easements over and under, dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) grant access easements over the common areas to adjoining residential communities.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI - VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1994.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not more than five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Richard Geiger	2759 S.R. 580, Suite 200 Clearwater, FL 34621
Craig Burley	2759 S.R. 580, Suite 200 Clearwater, FL 34621
Catherine Geiger	2759 S.R. 580, Suite 200 Clearwater, FL 34621

ARTICLE VIII - OFFICERS

The officers who shall manage the corporation shall be the President, Vice President, Secretary and Treasurer, who shall be elected and serve pursuant to the By-Laws.

The officers who shall serve until the first election of officers are as follows:

Richard Geiger, President
Craig Burley, Secretary/Treasurer
Catherine Geiger, Vice President

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to

be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval pursuant to Florida Statutes 617.05.

ARTICLE X - DURATION

The corporation shall exist perpetually.

ARTICLE XI - AMENDMENTS

Amendment to these Articles shall require the assent of 75% of the entire membership, and shall be proposed by the Board of Directors at a regular or special meeting and shall be voted upon by the membership at the next regular or special meeting of the members of the Association (Florida Statute 617.013 (2) (J)).

ARTICLE XII - FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIII - SUBSCRIBERS

The subscribers to these Articles of Incorporation and their addresses are as follows:

Richard Geiger	2759 S.R. 580, Suite 200 Clearwater, FL 34621
Craig Burley	2759 S.R. 580, Suite 200 Clearwater, FL 34621
Catherine Geiger	2759 S.R. 580, Suite 200 Clearwater, FL 34621

ARTICLE XIV - REGISTERED AGENT

The Registered Agent shall be Craig Burley, who shall accept

service of process. The registered office shall be 2759 S.R. 580,
Suite 200, Clearwater, Florida 34621.

IN WITNESS WHEREOF, for the purpose of forming this
Corporation under the laws of the State of Florida, we, the
undersigned, constituting the Incorporators of this Association,
have executed these Articles of Incorporation this 1st day of
August, 1992.

WITNESSES:

Allyn S. Skutter
Lynn Skutter
Bill Bond
Lil Bond

Richard Geiger
Richard Geiger
Craig Burley
Craig Burley
Catherine Geiger
Catherine Geiger

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared Richard Geiger, Craig Burley,
and Catherine Geiger, to me well known and known to me to be the
persons described in and who executed the foregoing instrument, and
acknowledged to and before me that they executed said instrument
for the purposes therein expressed.

WITNESS my hand and official seal, this 1st day of
August, 1992.

John Ferris
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 17, 1998
BONDED THRU HUCKLEBERRY & ASSOCIATES

My Commission Expires:

Prepared by and return to:
 Steven H. Mezer, Esquire
 Bush Ross Gardner Warren & Rudy P.A.
 Post Office Box 3913
 Tampa, FL 33601

PAGES 26
 ACCT _____
 REC 11850
 DR210 _____
 DS _____
 INT _____
 FEES 34.00
 MTF _____
 P/C _____
 REV _____
 TOTAL 152.50 *bp*
 - CK BAL _____
 CHG AMT _____

KARLEEN F. DE BLAKER, CLERK OF COURT
 PINELLAS COUNTY, FLORIDA (727) 464-8700

N1063554 07-31-2003 14:46:25 BJB
 51 AGR-WESTCHEST LK TOWNHOMES
 006436

IN:03318234 BK:12946 SPG:0970 EPG:0995
 RECORDING 026 PAGES 1 \$118.50
 RECORD FEES 9 \$34.00

TOTAL: \$152.50
 CHECK AMT. TENDERED: \$152.50
 CHANGE: \$0.00

BY _____ DEPUTY CLERK

03-318234 JULY-31-2003 2:46PM
 PINELLAS CO BK 12946 PG 970
 (PRINT WITH YOUR PINNACLE SYSTEMS SOFTWARE)

**Irrevocable Consent and Joinder to Amendments to
 Article IV, Section 2, Article IV, Section 4., Article VI, Section 2., and Article X, Section 3., of the
 Declaration of Covenants, Conditions and Restrictions for Westchester Shores**

WHEREAS, Westchester Lake Townhomes is a subdivision created pursuant to that Declaration of Covenants, Conditions and Restrictions of Westchester Shores as recorded in O. R. Book 8021, Page 705, et seq., as recorded on September 3, 1992, Public Records of Pinellas County, Florida (hereinafter the "Declaration") and

WHEREAS, Article X, Section 3., of the Declaration provides that the covenants and restrictions may be amended, during the first twenty (20) year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners, the following owners constituting not less than 90% of the Lot Owners agree to amend Article IV, Section 2, Article IV, Section 4, Article VI, Section 2., and Article X, Section 3., of the Declaration;

THEREFORE, We, MARGARET MARTIN as President and LAURA L. TOBE, as Secretary of Westchester Shores Homeowners Association, Inc. do hereby affirm and certify that attached hereto are written consents to the Amendments of Article IV, Section 2., Article IV, Section 4., Article VI, Section 2. and Article X, Section 3., of the Declaration executed and acknowledged by not less than 90% of the Lot Owners within the Westchester Lake Townhomes subdivision, as evidenced by the Irrevocable Consent and Joinders attached hereto, and as a result thereof, the Amendments to Article IV, Section 2., Article IV, Section 4., Article VI, Section 2., and Article X, Section 3., of the Declaration are duly adopted as stated herein.

The undersigned Owner(s) of the Lots described hereinbelow do hereby irrevocably join and consent to the amendments to Article IV, Section 2., Article IV, Section 4., Article VI, Section 2., and Article X, Section 3., of the Declaration as stated below:

(1) Article IV Section 2 of the Declaration of Covenants, Conditions and Restrictions for Westchester Shores is amended to read as follows:

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for the repair, replacement and improvement of the exterior (structural components of the buildings as originally constructed inclusive of the balconies, windows, window frames, door frames, insulation, stucco, wood framing and roof trusses, but shall not be deemed to include the docks or interior walls or awnings, wall coverings, floor coverings, ceiling covering or the interior living space) and for the improvement and maintenance of the Common Area.

8/18/03
 -orig. made to
 inactive

(II.) Article IV Section 4 of the Declaration of Covenants, Conditions and Restrictions for Westchester Shores is amended to read as follows:

Section 4 - Special Assessments for Capital Improvements and Budget Shortfall. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment application to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area and including the recreational facility located in Westchester Lake Condominium, and adjoining residential community to the north, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(NOTE: Members have a right of use of the referenced recreational facilities and a corresponding obligation to pay for the proportionate share of maintenance and refurbishment expenses, as reasonably required to keep the recreational facilities in good condition.)

Special assessments may also be imposed by the affirmative vote of not less than 75% of the Board of Directors when necessary to meet budget shortfalls, provided that all such special assessments are to be used exclusively for obligations of the Association as defined by this Declaration but not for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area or the recreational facility located in Westchester Lake Condominium

(III.) Article VI Section 2 of the Declaration of Covenants, Conditions and Restrictions for Westchester Shores is amended to read as follows:

Section 2. The Association shall repair, maintain and replace roofs throughout the project and shall maintain repair and replace the exterior (structural components of the buildings as originally constructed, inclusive of the balconies, windows, window frames, door frames, insulation, stucco, wood framing and roof trusses, but shall not be deemed to include docks or awnings, interior walls, wall coverings, floor coverings, ceiling covering or the interior living space) of all residential units.

(IV.) Article X, Section 3., of the Declaration of Covenants, Conditions and Restrictions for Westchester Shores is amended to read as follows:

Section 3 - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extend for successive periods of ten (10) years. This Declaration may be amended by a vote of two-thirds (2/3) during the first twenty (20) year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendments must be recorded.

This Consent and Joinder shall be construed with other similar instructions collectively as a single instrument.

CODING: The full text to the amended is stated, New words to be inserted are double-underlined. Deleted text is ~~stricken through.~~

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 972

WESTCHESTER SHORES HOMEOWNERS
ASSOCIATION, INC.

Margaret Martin
By: MARGARET MARTIN, President

Laura L. Tobe
By: LAURA L. TOBE, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1ST day of JULY, 2003
by Margaret Martin and Laura L. Tobe, as President and Secretary, respectively, of Westchester Shores
Homeowners Association, Inc. who are personally known to me, who did take an oath under the laws of the State of
Florida, who executed the foregoing instrument for Westchester Shores Homeowners Association, Inc. and severally
acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein
mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed
of said corporation.

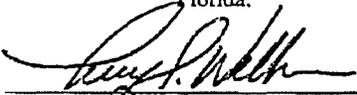
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1ST day of
JULY, 2003.

Cynthia Anne Ross
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: April 20, 2004

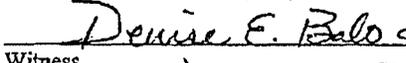
 Cynthia Anne Ross
My Commission CC929639
Expires April 20 2004

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 973

Lot 57, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.



Witness
Print Name: Terry S. Welker



Witness
Print Name: Denise E. Balog

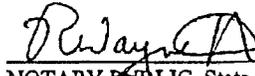


Rowland Herald
2656 Sable Springs Dr. #6
S7080L

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12th day of June, 2003, by Rowland Herald who is
personally known to me or who has produced _____ as identification.





NOTARY PUBLIC, State of Florida at Large

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 974

Lot 58, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

[Signature]
Witness
Print Name: JAMES F ZELCH

[Signature]
Christine Lalios
2656 Sabal Springs Dr. #5

[Signature]
Witness
Print Name: E. L. ZELCH

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 15th day of June 2003, by Christine Lalios who is
personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida at Large



M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 975

Lot 59, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Doris E. Alchin

Witness
Print Name: Doris E. ALCHIN

Linda Cradner

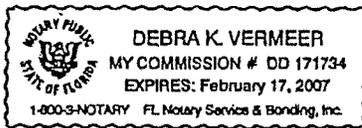
Witness
Print Name: Linda Cradner

Roseann Tota Soyars

Roseann Tota
2656 Sabal Springs Dr. #4

STATE OF FLORIDA
COUNTY OF PINELLAS

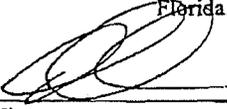
Sworn to and subscribed before me this 16th day of June 2003, by Roseann Tota who is
personally known to me or who has produced _____ as identification.



Debra K. Vermeer
NOTARY PUBLIC, State of Florida at Large

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 976

Lot 60, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.



Witness
Print Name: Denis A. Cohrs

Elizabeth E. Saperstein

Elizabeth E. Saperstein
2656 Sabal Springs Dr. #3

Pamela Neet Brickley

Witness
Print Name: Pamela Neet Brickley

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 17th day of Jan, 2003, by Elizabeth E. Saperstein
who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC, State of Florida at Large



Denis A. Cohrs
Commission # DD088187
Expires Jan. 31, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 877

Lot 61, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

William H. Quill Jr.
Witness
Print Name: William H. Quill Jr.

Rachel C. Fenlon
Rachel C. Fenlon
2656 Sabal Springs Dr. #2

Helene J. Quill
Witness
Print Name: Helene J. Quill

Timothy P. Fenlon
Timothy P. Fenlon
2656 Sabal Springs Dr. #2

William H. Quill Jr.
Witness
Print Name: William H. Quill Jr.

Helene J. Quill
Witness
Print Name: Helene J. Quill

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 25 day of June, by Rachel C. Fenlon and
Timothy P. Fenlon who are personally known to me or who has produced FDL # as
identification.

Rachel C. Fenlon -
F545-723-68719-0

Crystal Ann Bends
NOTARY PUBLIC, State of Florida at Large

Timothy P. Fenlon -
F545-815-45380-0



Crystal Ann Bends
MY COMMISSION # CC947961 EXPIRES
June 22, 2004
BONDED THRU TROY FARM INSURANCE, INC.

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 978

Lot 62, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Jill Keiken
Witness
Print Name: Jill Keiken

Steve Headley
Witness
Print Name: Steve Headley

Jill Keiken
Witness
Print Name: Jill Keiken

Steve Headley
Witness
Print Name: Steve Headley

Raymond E. Stewart
Raymond E. Stewart
2656 Sabal Springs Dr. #1

Kathleen Stewart
Kathleen Stewart
2656 Sabal Springs Dr. #1

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 19th day of June 2003, by Raymond E. Stewart
and Kathleen Stewart who are personally known to me or who has produced _____ as
identification.



M. Margaret Martin
My Commission CC922037
Expires March 26, 2004

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

PINELLAS COUNTY FLA.
OFF.REC.BK 12946 PG 979

Lot 63, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Jill Keiken
Witness
Print Name: Jill Keiken

Kurt Winowich
Kurt Winowich

William H. Quill Jr
Witness
Print Name: William H. Quill Jr

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 18th day of June 2003 by Kurt Winowich who is
personally known to me or who has produced _____ as identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large



M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF REC BK 12946 PG 980

Lot 65, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

William H. Quill Jr.
Witness
Print Name: William H. Quill Jr.

Stephen A. Headley
Stephen A. Headley
2652 Sabal Springs Dr. #4

Helene J. Quill
Witness
Print Name: Helene J. Quill

William H. Quill Jr.
Witness
Print Name: William H. Quill Jr.

Bobbie G. Headley
Bobbie G. Headley
2652 Sabal Springs Dr. #4

Helene J. Quill
Witness
Print Name: Helene J. Quill

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 16th day of June 2003 by Stephen A. Headley and
Bobbie G. Headley who are personally known to me or who has produced _____ as
identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

 M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 981

Lot 66, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

NASHWA EL ZOUBA

Witness
Print Name: [Signature]

[Signature]
C. Michael Smith
2652 Sabal Springs Dr. #3

Witness
Print Name: Hanan E. L. Marassy

[Signature]
J. Elspeth Smith
2652 Sabal Springs Dr. #3

Witness
Print Name: —

Witness
Print Name: United Arab Emirates)
Emirates of Abu Dhabi)
City of Abu Dhabi)
Embassy of the United)
States of America)

SS

STATE OF FLORIDA
COUNTY OF PINELLAS
Sworn to and subscribed before me this 14 day of JUN 2003, by C. Michael Smith and J.
Elspeth Smith who are personally known to me or who has produced US passports as identification.

[Signature]
NOTARY PUBLIC, State of Florida at Large

Deborah Robinson
Vice Consul of the
United States of America

Lot 68, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Alice M. Fritz
Witness
Print Name: Alice M. Fritz

Suzanne Widmer
Witness
Print Name: SUZANNE WIDMER

Madeline Fukker
Witness
Print Name: Madeline Fukker

Alice M. Fritz
Witness
Print Name: Alice M. Fritz

Gil C. Mucher
Gil C. Mucher
2652 Sabal Springs Dr. #1

Eleanor S. Mucher
Eleanor S. Mucher
2652 Sabal Springs Dr. #1

STATE OF FLORIDA ~~Massachusetts~~
COUNTY OF PINELLAS ~~Barnstable~~

Sworn to and subscribed before me this 13 day of June 2003 by Gil C. Mucher and
Eleanor S. Mucher, who is/are personally known to me or who has produced Drivers Licenses as
identification.

Debra L. Carroll

DEBRA L. CARROLL
NOTARY PUBLIC
My Comm. Exp. April 15, 2010

Lot 69, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Laura Tobe
Witness
Print Name: LAURA TOBE

Gregory S Warren
Gregory S. Warren
2648 Sabal Springs Dr. #6

Margaret Martin
Witness
Print Name: Margaret Martin

Laura Tobe
Witness
Print Name: LAURA TOBE

Mollie K. Warren
Mollie K. Warren
2648 Sabal Springs Dr. #6

Michelle L. Amico
Witness
Print Name: Michelle L. Amico

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 17th day of June 2003 by Gregory S. Warren and
Mollie K. Warren who are personally known to me or who has produced _____ as
identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large



M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF REC BK 12946 PG 984

Lot 70, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

David DeSeri
Witness
Print Name: David DeSeri

Anthony N. Amico
Anthony N. Amico
3041 Oakmont Dr.

Jan Lipowski
Witness
Print Name: LAURA LIPOWSKI

William B. Bayne
Witness
Print Name: William B. Bayne

Michelle L. Amico
Michelle L. Amico
3041 Oakmont Dr.

F. V. Sorenson
Witness
Print Name: FONLEY SORENSON

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 16th day of June 2003, by Anthony N. Amico and
Michelle L. Amico who are personally known to me or who has produced _____ as
identification.

Julia K. Malandro
NOTARY PUBLIC, State of Florida at Large

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 985

Lot 71, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

Su-mi S. Held
Witness
Print Name: Su-mi S. Held

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

Su-mi S. Held
Witness
Print Name: Su-mi S. Held

Scott L. Tobe
Scott L. Tobe
2648 Sabal Springs Dr. #4

Laura L. Tobe
Laura L. Tobe
2648 Sabal Springs Dr. #4

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 11th day of June 2003, by Scott L. Tobe and Laura
L. Tobe who are personally known to me or who has produced _____ as identification.



M Margaret Martin
My Commission CC922037
Expires March 26, 2004

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

Lot 72, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

William H. Quill Jr
Witness
Print Name: William H. Quill Jr

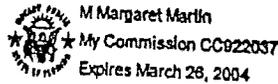
Craig A. Boos
Craig A. Boos
2648 Sabal Springs Dr. #3

Helene J. Quill
Witness
Print Name: Helene J. Quill

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 16th day of June 2003, by Craig A. Boos who is
personally known to me or who has produced _____ as identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large



Lot 73, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

E. L. Zelch
Witness
Print Name: E. L. Zelch

Jerome M. Held
Jerome M. Held
2648 Sabal Springs Dr. #2

William H. Quill Jr
Witness
Print Name: William H. Quill Jr

Su-Mi S. Held
Su-Mi S. Held
2648 Sabal Springs Dr. #2

E. L. Zelch
Witness
Print Name: E. L. Zelch

William H. Quill Jr
Witness
Print Name: William H. Quill Jr

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 15th day of June 2003 by Jerome M. Held and Su-
Mi S. Held who are personally known to me or who has produced _____ as identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

 M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 988

Lot 74, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Christine Lalios
Witness
Print Name: CHRISTINE LALIOS

James F. Zelch
James F. Zelch
2648 Sabal Springs Dr. #1

Jill Keiken
Witness
Print Name: Jill Keiken

Elizabeth L. Zelch
Elizabeth L. Zelch
2648 Sabal Springs Dr. #1

Christine Lalios
Witness
Print Name: CHRISTINE LALIOS

Jill Keiken
Witness
Print Name: Jill Keiken

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 15th day of June 2003, by James F. Zelch and
Elizabeth L. Zelch who are personally known to me or who has produced _____ as
identification.

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

 M Margaret Martin
My Commission CC922037
Expires March 26, 2004

Lot 75, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

[Signature]
Witness
Print Name: JAMES F ZELCH

[Signature]
David J. Keiken
2644 Sabal Springs Dr.

[Signature]
Witness
Print Name: William H. Quill Jr.

[Signature]
Witness
Print Name: JAMES F ZELCH

[Signature]
Jill M. Keiken
2644 Sabal Springs Dr.

[Signature]
Witness
Print Name: ELIZABETH L ZELCH

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 15th day of June 2003, by David J. Keiken and Jill
M. Keiken who are personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida at Large

 M Margaret Martin
My Commission CC922037
Expires March 26, 2004

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 990

Lot 76, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

William H. Quill Jr
Witness
Print Name: William H. Quill Jr

Susan M. Wischweh
Susan M. Wischweh
2644 Sabal Springs Dr. #5

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 8th day of June 2003 by Susan M. Wischweh
and who is/are personally known to me or who has produced _____ as identification.

 M Margaret Martin
My Commission GC922037
Expires March 26, 2004

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

Lot 77, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Madelene Fulcher
Witness
Print Name: Madelene Fulcher

David Swenson
David Swenson

Debra L. Carroll
Witness
Print Name: Debra L. Carroll

Alice M. Fritz
Witness
Print Name: Alice M. Fritz

Marcia Swenson
Marcia Swenson

Kari S. Rourke
Witness
Print Name: Kari S. Rourke

Comm Massachusetts
STATE OF FLORIDA
COUNTY OF PINELLAS Braenstable

Sworn to and subscribed before me this 12th day of June, 03, by David Swenson and
Marcia Swenson who are personally known to me or who has produced _____ as identification.

Karyn M. Ransom
NOTARY PUBLIC, State of Florida at Large
Comm of Massachusetts

KARYN M. RANSOM
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 5, 2010

Lot 78, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Laura Tobe
Witness
Print Name: LAURA Tobe

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

Laura Tobe
Witness
Print Name: LAURA Tobe

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

William H. Quill, Jr.
William H. Quill, Jr.
2644 Sabal Springs Dr. #3

Helene J. Quill
Helene J. Quill
2644 Sabal Springs Dr. #3

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 8th day of June 2003 by William H. Quill, Jr.
and Helene J. Quill who are personally known to me or who has produced _____ as
identification.

 M. Margaret Martin
My Commission CC922037
Expires March 28, 2004

M. Margaret Martin
NOTARY PUBLIC, State of Florida at Large

PINELLAS COUNTY FLA.
OFF. REC. BK 12946 PG 993

Lot 79, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Rosemary Saunders
Witness
Print Name: ROSEMARY SAUNDERS

Margaret M. Strupp
Margaret M. Strupp
2644 Sabal Springs Dr. #2

William H. Quill Jr.
Witness
Print Name: William H. Quill Jr.

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 18th day of June 2003, by Margaret M. Strupp and
who is/are personally known to me or who has produced _____ as identification.

Levi B. Skelton
NOTARY PUBLIC, State of Florida at Large



Terri B. Whetzel
MY COMMISSION # CC909579 EXPIRES
February 10, 2004
BONDED THRU TROY FAH INSURANCE, INC.

Lot 64, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Laura Tobe

Witness

Print Name: LAURA TOBE

Scott Tobe

Witness

Print Name: SCOTT TOBE

Rosemary Saunders

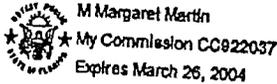
Rosemary Saunders

2652 Sabal Springs Dr. #5

STATE OF Florida
COUNTY OF Pinellas

Sworn to and subscribed before me this 11th day of June 2003, by Rosemary Saunders
who is personally known to me or who has produced _____ as identification.

Dr. Margaret Martin
NOTARY PUBLIC



Lot 64, Westchester Lake Townhomes, according to the map or plat thereof as
recorded in Plat Book 107, Page 3-12, Public Records of Pinellas County,
Florida.

Karna M Johnson-Barnes
Witness

Print Name: Karna M Johnson-Barnes

Susan B Brown
Witness

Print Name: SUSAN B. BROWN

Wayne A. Saunders

Wayne A. Saunders
2652 Sabal Springs Dr. #5

STATE OF Maine
COUNTY OF Waldo

Sworn to and subscribed before me this 13th day of June, by Wayne A. Saunders
who is personally known to me or who has produced license as identification.

Diane T. Mallon
NOTARY PUBLIC
COMMISSION EXPIRES 7-26-09

Ex. B¹¹

Westchester Shores Homeowners Association, Inc. - Lots 57 through 80 (only) Westchester Lake Townhomes PB 107, PG 3-12 and Westchester Lake Townhomes Replat PB 108, PG 96-97 A/K/A Westchester Shores	
Crane, Jessica M.	Lot 57, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Lucas, Derek	Lot 58, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Szewczyk, Lucyna, Miroslaw, and Tokarski, Zdzislawa	Lot 59, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Kemble, Sharon L.	Lot 60, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Legnini, Annamaria Trustee and Legnini, Annamaria Living Trust	Lot 61, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Stewart, Raymond E. and Kathleen	Lot 62, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Colom, Jamie Antonio and Raquel M.	Lot 63, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Kidd, Brian Patrick and Florez, Luis Ricardo	Lot 64, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Satiya, Sachin and Bhatnagar, Saumya	Lot 65, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Gaitanxhi, Olgerit and Mirmoza	Lot 66, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Lane, Patrick R. and Erin M.	Lot 67, Westchester Lake Townhomes Replat, according to the Plat thereof recorded in Plat Book 108, Pages 96-97, Public Records of Pinellas County, Florida
And So On USA, LLC	Lot 68, Westchester Lake Townhomes Replat, according to the Plat thereof recorded in Plat Book 108, Pages 96-97, formally known as Wester Lake Townhomes, according to the plat thereof, as recorded Plat Book 107, Pages 3-12, inclusive, of the Public Records of Pinellas County, Florida
Pehlke, Timothy O. Trustee, Pehlke, Rebecca A. Trustee, and Pehlke Family Revocable Trust	Lot 69, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Parks, Christina Gail	Lot 70, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Tobe, Scott L. and Laura L.	Lot 71, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Pint, Martin	Lot 72, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida
Verkey, Danita	Lot 73, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida

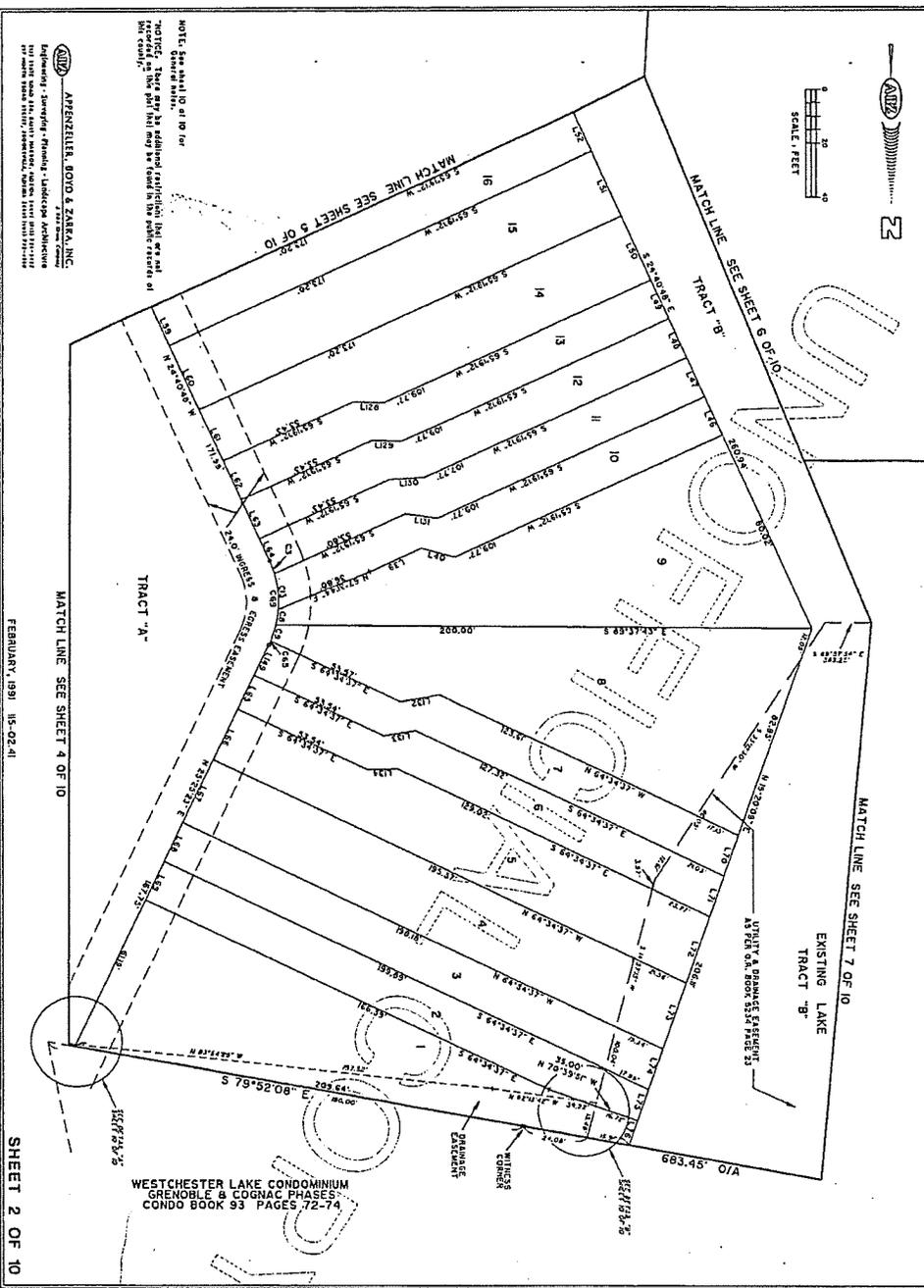
<p>Silva, Valerie and Horacio Lot 74, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>Tuncsiper, Alice Lot 75, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>Singh, Anil Lot 76, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>Swenson, David R. Trustee and Swenson, David R. Trust Lot 77, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>Martin, Brian P. and Patricia L. Lot 78, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>Paco, Dritan and Peme Lot 79, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>
<p>McNulty, Leila Lot 80, Westchester Lake Townhomes, according to the Plat thereof recorded in Plat Book 107, Pages 3-12, Public Records of Pinellas County, Florida</p>

PLATS 107

4

WESTCHESTER LAKE TOWNHOMES

BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



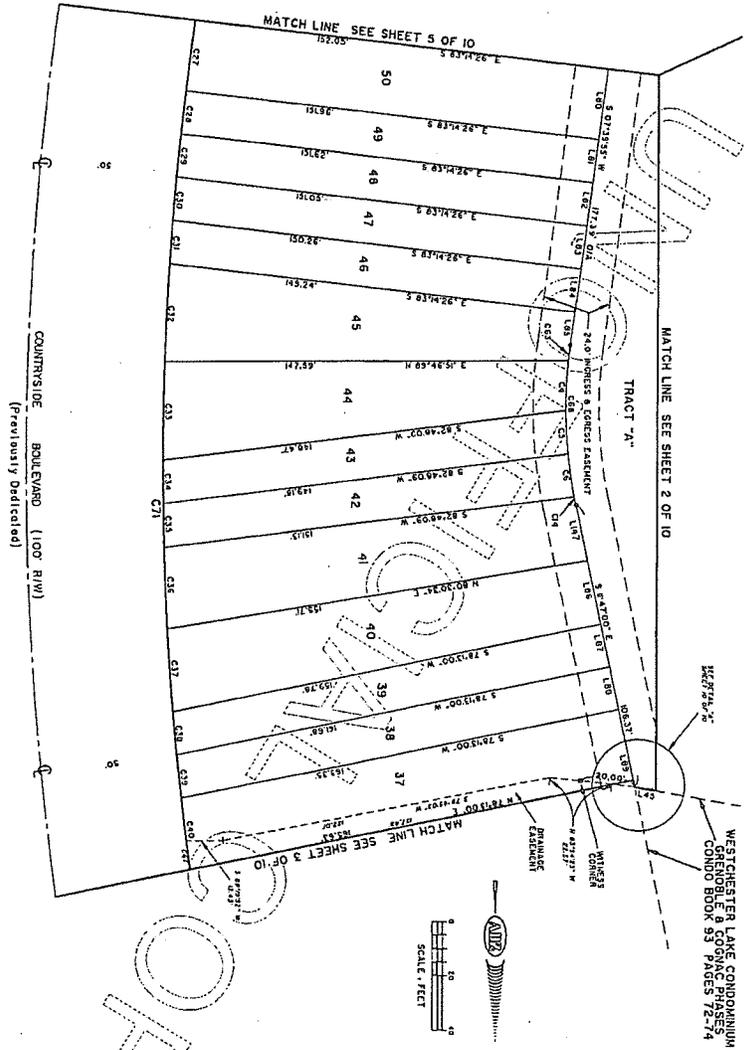
WESTCHESTER LAKE CONDOMINIUM
GRENABLE & COGNAC PHASES
CONDO BOOK 93 PAGES 72-74

NOTE: See sheet 10 of 10 for
General Notes.
This plat was prepared by the undersigned
and filed in the Public Records of Pinellas County,
Florida, on this 15th day of February, 1991.
APPROVED:
APPEZZILLO, GIOIO & ZARBA, INC.
7 2nd Street, Suite 200
St. Petersburg, Florida 33701
Telephone: (813) 335-1111
Fax: (813) 335-1112

FEBRUARY, 1991 15-02-41

SHEET 2 OF 10

WESTCHESTER LAKE TOWNHOMES
 BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
 RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTE: See sheet 10 of 10 for General notes.
 NOTICE: There may be additional specific flow and/or area of 100' centerline. This plan may be used in the public records of

APRINTZELER, ROIG & ZARBA, INC.
 Engineering - Surveying - Planning - Landscape Architecture
 1100 South Pine Street, Suite 200, Clearwater, Florida 34615
 Phone: (813) 461-1111, Fax: (813) 461-1112

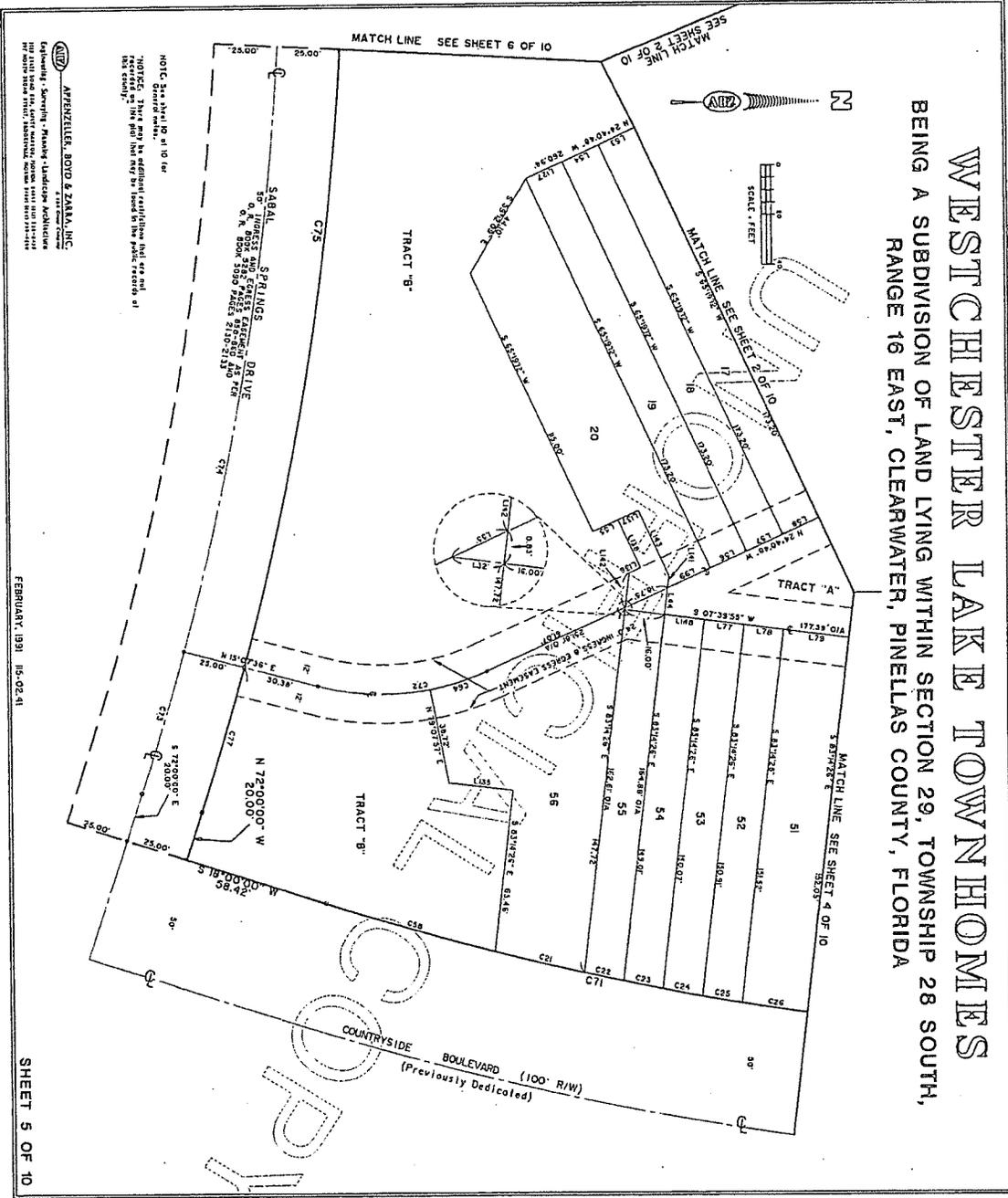
FEBRUARY, 1991 15-02-41

SHEET 4 OF 10

COPY

WESTCHESTER LAKE TOWNHOMES

BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



APENZUELLER, BOYD & ZARBA, INC.
 7111 W. GULF BLVD., SUITE 200
 CLEARWATER, FLORIDA 34615
 (813) 461-1111

NOTICE: This plat is subject to all other
 recorded maps, surveys, and
 instruments of record in the public records of
 this county.

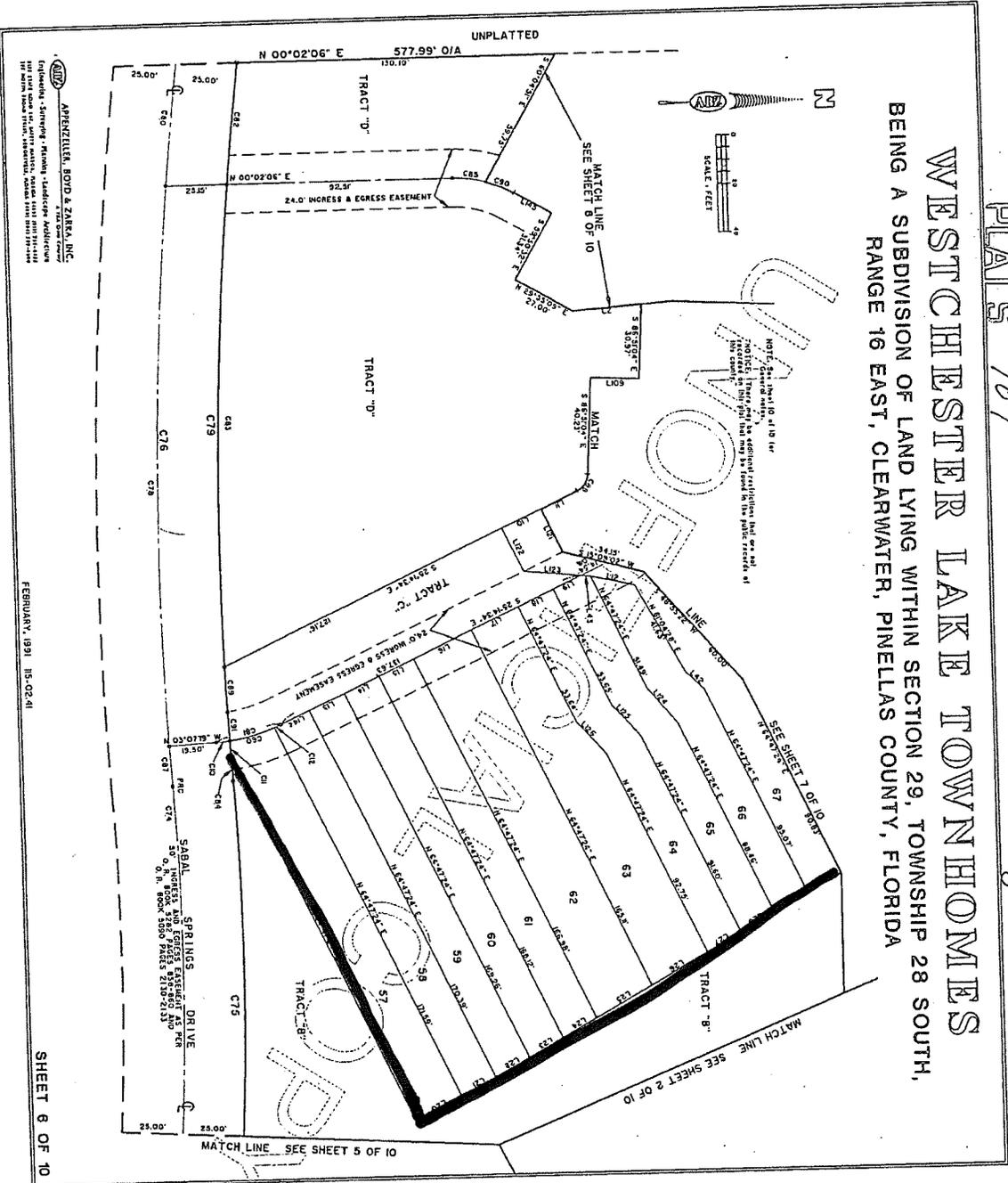
FEBRUARY, 1991 15-02-41

SHEET 5 OF 10

COPY

WESTCHESTER LAKE TOWNHOMES

BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



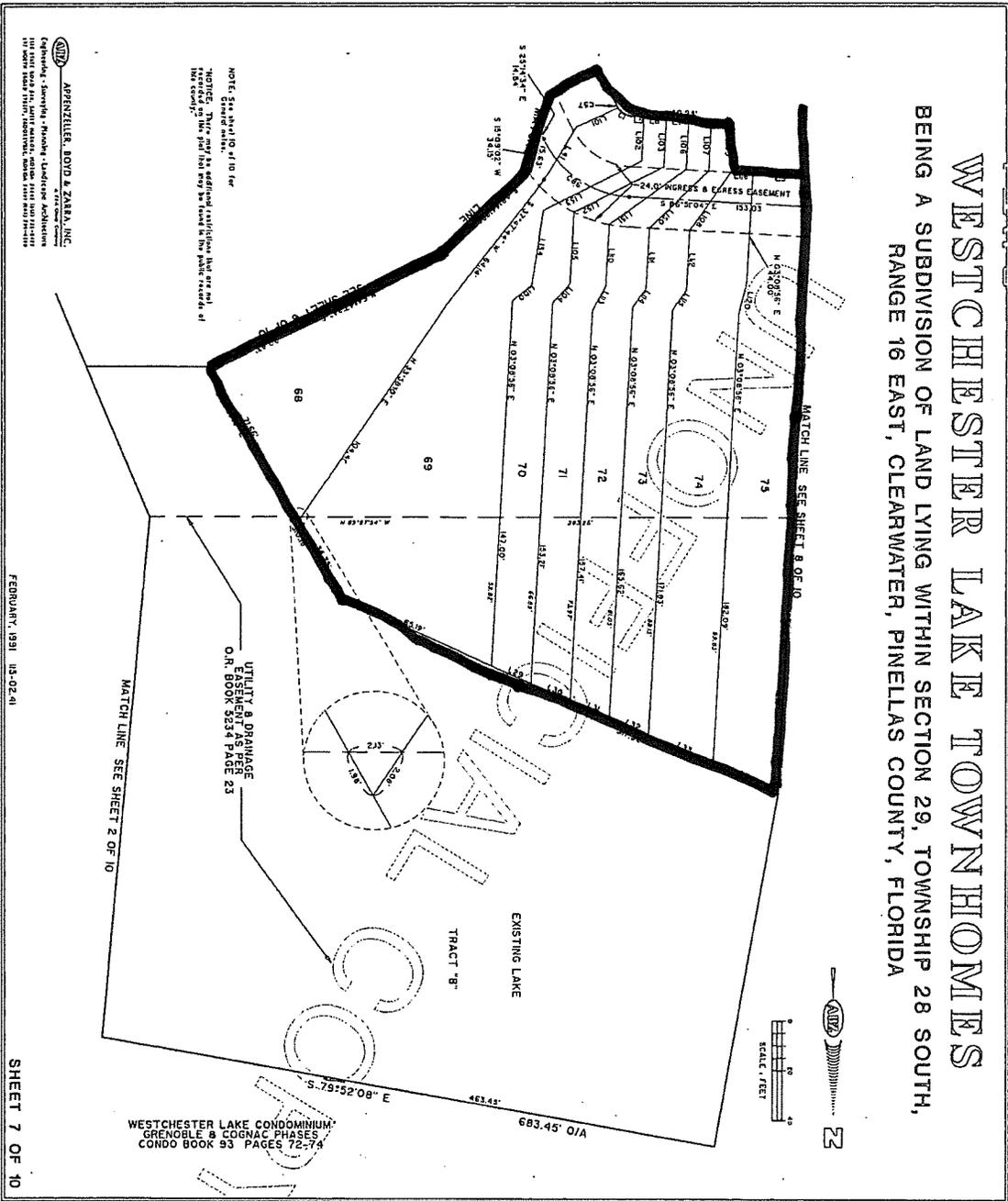
APPELLIUM, BOND & ZARBA, INC.
 Surveyors - Planning - Architects - Engineers
 1101 West 1st Street, Suite 1100, St. Petersburg, Florida 33705
 Tel: (813) 335-1100 Fax: (813) 335-1101

FEBRUARY, 1991 15-02-01

SHEET 6 OF 10

WESTCHESTER LAKE TOWNHOMES

BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTE: See plat ID #110 for
 correct data.
 ANY OTHER ADDITIONAL INFORMATION MUST BE
 REFERRED TO THE ORIGINAL RECORDS OF THE
 PUBLIC RECORDS OF THIS COUNTY.

APENZILLER, DODD & ZARBA, INC.
 4715 Bruce Street
 Clearwater, Florida 34617
 Telephone: (813) 461-1111
 Fax: (813) 461-1112
 Website: www.apenziller.com

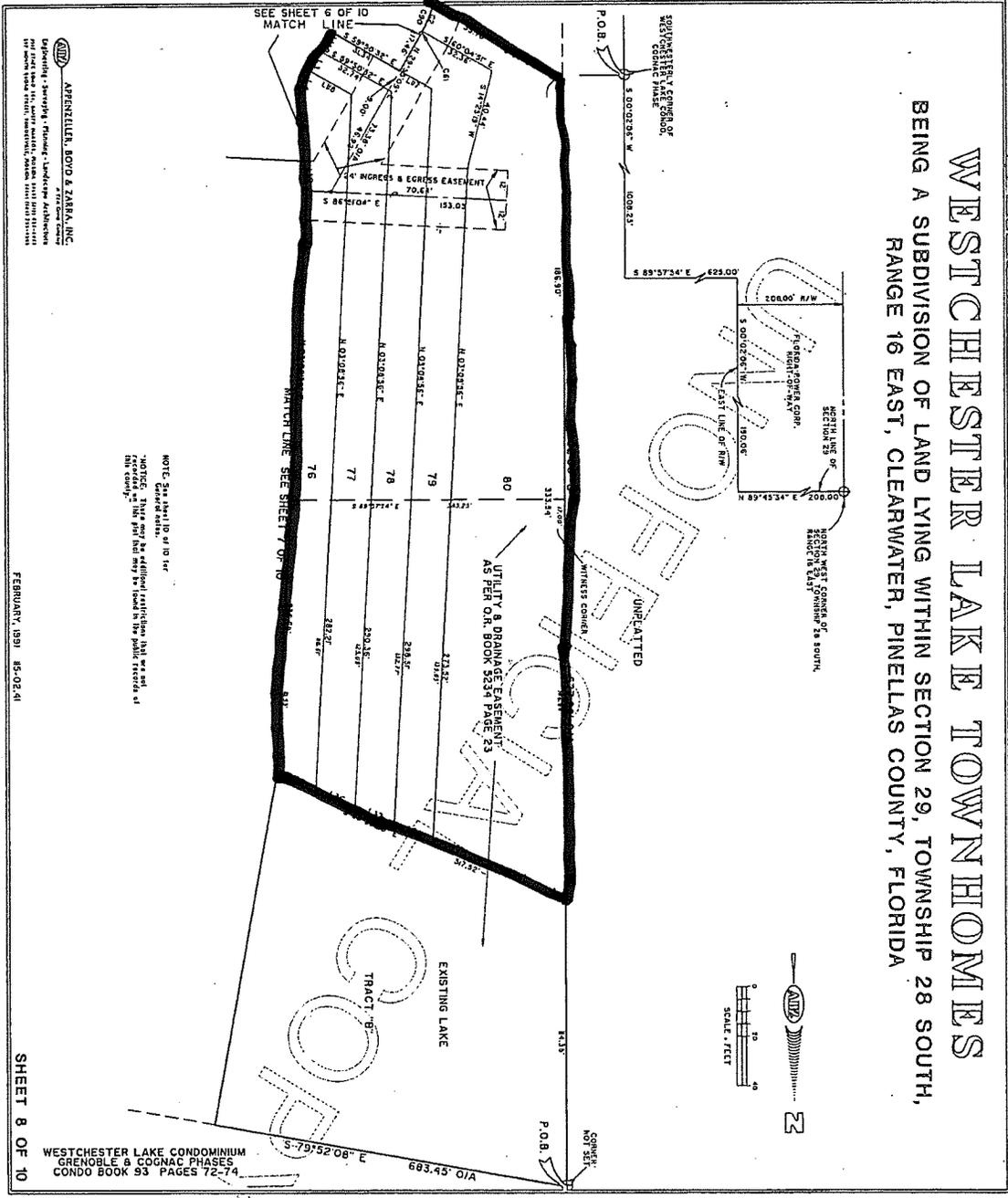
FEBRUARY, 1991 13-02-41

SHEET 7 OF 10

WESTCHESTER LAKE CONDOMINIUM
 GRENOBLE & COGNAC PHASES
 CONDO BOOK 93 PAGES 72-74

WESTCHESTER LAKE TOWNHOMES

BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTE: See plat 107 of 10 for
 additional information.
 NOTES: This plat has additional restrictions that were not
 recorded as the plat that may be found in the public records of
 this county.

APRINTELLA, BOYD & ZARBA, INC.
 Registered - Surveying - Planning - Landscape Architecture
 and Real Estate Sales, License No. 11411 and 11412
 and Equal Opportunity License No. 11411 and 11412
 11411 and 11412
 11411 and 11412

FEBRUARY, 1991 85-0241

SHEET 8 OF 10

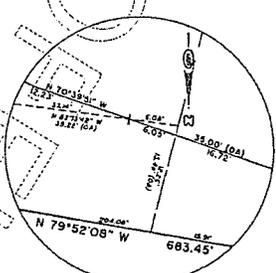
WESTCHESTER LAKE CONDOMINIUM
 GRENOBLE & COGNAC PHASES
 CONDO BOOK 93 PAGES 72-74

WESTCHESTER LAKE TOWNHOMES

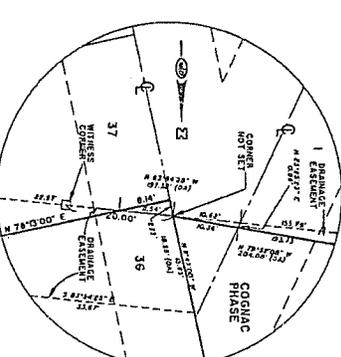
BEING A SUBDIVISION OF LAND LYING WITHIN SECTION 29, TOWNSHIP 28 SOUTH,
RANGE 16 EAST, CLEARWATER, PINELLAS COUNTY, FLORIDA

GENERAL NOTES

1. The proposed subdivision is shown on the attached plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
2. The proposed subdivision is shown on the attached plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
3. A 3 foot easement is shown on the plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
4. Direct vehicular access from the site is provided in compliance with the requirements of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
5. The proposed subdivision is shown on the attached plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
6. The proposed subdivision is shown on the attached plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.
7. The proposed subdivision is shown on the attached plat, and is subject to the approval of the City of Clearwater, Florida, and the Pinellas County Board of County Commissioners.



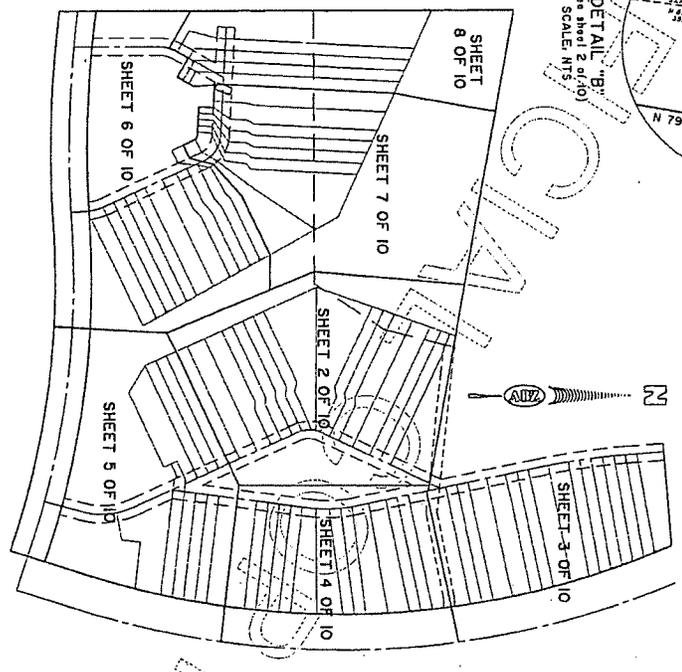
DETAIL "B"
(see sheet 2 of 10)
SCALE: N.T.S.



DETAIL "A"
(see sheet 2, 3 & 4 of 10)
SCALE: N.T.S.

LEGEND

1	Proposed Subdivision
2	Proposed Lot
3	Proposed Easement
4	Proposed Right-of-Way
5	Proposed Accessway
6	Proposed Driveway
7	Proposed Walkway
8	Proposed Utility Line
9	Proposed Boundary Line
10	Proposed Survey Line
11	Proposed Survey Point
12	Proposed Survey Station
13	Proposed Survey Monument
14	Proposed Survey Marker
15	Proposed Survey Boundary
16	Proposed Survey Easement
17	Proposed Survey Right-of-Way
18	Proposed Survey Accessway
19	Proposed Survey Driveway
20	Proposed Survey Walkway
21	Proposed Survey Utility Line
22	Proposed Survey Boundary Line
23	Proposed Survey Survey Line
24	Proposed Survey Survey Point
25	Proposed Survey Survey Station
26	Proposed Survey Survey Monument
27	Proposed Survey Survey Marker
28	Proposed Survey Survey Boundary
29	Proposed Survey Survey Easement
30	Proposed Survey Survey Right-of-Way
31	Proposed Survey Survey Accessway
32	Proposed Survey Survey Driveway
33	Proposed Survey Survey Walkway
34	Proposed Survey Survey Utility Line
35	Proposed Survey Survey Boundary Line
36	Proposed Survey Survey Survey Line
37	Proposed Survey Survey Survey Point
38	Proposed Survey Survey Survey Station
39	Proposed Survey Survey Survey Monument
40	Proposed Survey Survey Survey Marker
41	Proposed Survey Survey Survey Boundary
42	Proposed Survey Survey Survey Easement
43	Proposed Survey Survey Survey Right-of-Way
44	Proposed Survey Survey Survey Accessway
45	Proposed Survey Survey Survey Driveway
46	Proposed Survey Survey Survey Walkway
47	Proposed Survey Survey Survey Utility Line
48	Proposed Survey Survey Survey Boundary Line
49	Proposed Survey Survey Survey Survey Line
50	Proposed Survey Survey Survey Survey Point



APPENZELER, BOYD & ZARBA, INC.
Engineering - Surveying - Planning - Landscape Architecture
1111 11th Street, St. Petersburg, Florida 33701
Telephone: (813) 335-1111

FEBRUARY, 1991 115-02-41

SHEET 10 OF 10

December 19, 2025

Stephan C. Nikoloff, Esq.
Greenberg Nikoloff, P.A.
1964 Bayshore Blvd., Suite A
Dunedin, Florida 34698

**Re: Westchester Shores Homeowners Association, Inc., Approval
Determination Number: 25208**

Dear Mr. Nikoloff,

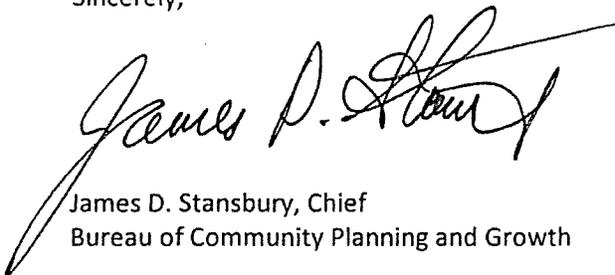
The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Declaration of Covenants, Conditions, and Restrictions (Declaration of Covenants) and other governing documents for the Westchester Shores Homeowners Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

In the event any third-party challenges this determination, the Association shall be responsible for defending this determination and the Association's compliance with the requirements of Chapter 720, Part III, Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pm/rm

Ex. "C"

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.