

**EXHIBIT A**  
**Amendments to the Declaration of Covenants Conditions**  
**and Restrictions for Westchase Community Association, Inc.**

1. **Article I, Section 20 is hereby removed in its entirety, and Article 1, sections 21 through 33 are hereby renumbered accordingly.**

~~Section 20. —“Multifamily” shall refer to an apartment building, condominium, townhome, cluster home or other structure containing multiple dwellings and designated as “multifamily” in the original Supplemental Declaration or Declaration of Condominium.~~

2. **Article III, Section 1 is hereby modified and amended to remove references to Multifamily and fractional votes and assessments as follows:**

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event that the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association secretary, subject to the provisions of this Declaration and the Bylaws. Single family Unit votes shall be equal to one (1.00) vote, ~~and Multifamily votes shall be equal to three-fourths of one (0.075) vote.~~ Unless otherwise specified in this Declaration or the Bylaws, the vote for each Unit shall be exercised by the Voting member representing the Neighborhood of which the Unit is a part.

3. **In Article X, Section 1, the second paragraph is hereby modified and amended to remove references to Multifamily and fractional votes and assessments as follows:**

Common Assessments shall be levied as follows: Each single-family Unit shall be levied for an equal share of the Common Assessments. ~~Each Multifamily Unit shall be levied an assessment equal to seventy-five percent (75%) of the full assessment amount levied against each single-family Unit.~~

4. **Article X, Section 4(a) is hereby modified and amended to remove references to Multifamily and fractional votes and assessments as follows:**

- (a) Entire Membership.

The Association may levy Special Assessments from time to time, provided that such assessment receives the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total votes of the Association. The percentage amount of the Special Assessment levied against single-family ~~and multifamily~~ Units shall be determined in the same manner as for Common Assessments. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board and may be payable in installments

extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

**5. In Article XIII, Section 2, the first paragraph is hereby modified and amended to lower the consent threshold for amendments to the Declaration as follows:**

Section 2. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing ~~seventy-five percent (75%)~~ sixty-six percent (66%) of the votes of the Association. In addition the approval requirements set forth in Article XIV hereof shall be met if applicable. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment, to be effective, must be recorded in the public records of Hillsborough County, Florida.

**6. Article XIV, Section 4(b), is hereby modified and amended to lower the consent threshold for amendments to the Declaration as follows:**

Section 4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to this Article or to the addition of land in accordance with this Declaration.

(a) To terminate the Association, the consent of Voting Members representing at least seventy-five percent (75%) of the votes cast and the approval of the eligible holders of first mortgages on Units to which at least seventy-five percent (66%) of the votes of Units subject to a mortgage appertain shall be required.

(b) The consent of Voting members representing at least ~~seventy-five (75%)~~ sixty-six percent (66%) of the votes cast shall be required to materially amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Association or to add any material provisions thereto that establish provide for, govern, or regulate any of the following:

**7. Article XII, Section 2(b), is hereby modified and amended to add language addressing conversion vans as follows:**

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on or visible from the exterior indicating a trade or occupation or tools or equipment visible from the exterior indicating a trade or occupation, vehicles equipped with a ladder rack or other rack or storage systems used or designed for commercial purposes, vehicles primarily used or designed for commercial purposes, as well as tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, conversion vans, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas with a particular Neighborhood. As used herein "Conversion van" shall refer to a self-propelled motor vehicle converted to provide temporary living quarters.

However, conversion vans modified only and exclusively for the transportation of a disabled or handicapped resident, and whose size precludes parking in the resident's garage, may park in the resident's driveway. The owner of such a van must possess a current state issued handicap hang tag or license plate.

**8. Article XII, Section 14, is hereby modified and amended to add language addressing temporary FEMA structures as follows:**

Section 14. Tents, Trailers, Temporary Structures. Except as may be permitted by the Association during construction within the Properties or by federal, state or local authorities subsequent to a natural disaster, no tent, utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties. The foregoing shall not apply to any tent, trailer, or temporary structure erected or maintained by the Association for an Association-sponsored or Association approved function or event, or to FEMA temporary housing supplied and utilized for a period not to exceed eighteen (18) months subsequent to a natural disaster.

**9. Article III, Section 3, is hereby modified and amended to add subsection (d) which provides as follows:**

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

**10. Article XII, Section 32, is hereby modified and amended to add language from Section 2.1.1 of the Westchase Residential Guidelines, as follows:**

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