

THIS DOCUMENT PREPARED BY
AND TO BE RETURNED TO
Timothy C. Schuler, Esquire
8200 Seminole Blvd.
Seminole, FL 33772
TCS File #7361

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF RESTRICTIONS,
COVENANTS, EASEMENTS AND CONDITIONS
FOR
WEST RIDGE OF SEMINOLE**

WHEREAS, Article 11.2 of the Restated and Amended Declaration of Restrictions, Covenants, Easements and Conditions for West Ridge of Seminole, as recorded in O.R. Book 18375, Page 1067, inclusive, of the Official Records of Pinellas County, Florida, provides that the Declaration may only be amended by the affirmative vote and approval of no less than 2/3rds of the entire membership of the Association (West Ridge of Seminole H.O.A., Inc.), present in person or by proxy at a membership meeting called for such a purpose.

NOW, THEREFORE, Warner L. Victor, President and Marie D. Nassiff, as Secretary of West Ridge of Seminole H.O.A., Inc. do hereby certify that the following amendments to the Declaration of Restrictions, Covenants, Easements and Conditions for West Ridge of Seminole has been approved at a special meeting of the membership held on December 14, 2019, by the affirmative vote of 10 of the votes of the entire membership of the Association:

1. **ARTICLE IV, RESTRICTIONS**, Section 4.1 Use of Lots, Paragraph a. Antennas, is amended as follows:

- a. Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior front of such Lot if a master television and radio antenna system or cable system is available or becomes available to such Lot; provided, nevertheless, satellite or microwave antennas for television reception having a diameter not greater than ~~eighteen (18)~~ thirty-nine (39) inches are permitted, further provided that they are completely screened from view and cannot be seen from the front of the Lot, and if possible, screened so they are not visible from adjacent Homes, and further provided that they have received the approval of the Architectural Control Committee as to their location and color prior to or within thirty (30) days of such installation. Installation without prior approval is only available if the approval process will delay use of the antenna, but will be at the homeowner's risk if otherwise non-compliant. ~~Such antennas are not to be installed on the roof and, to the extent~~

~~approved, may be installed on the building structure itself with any stucco cracking to be the responsibility of the owner, again as shall be approved by the Architectural Control Committee. Satellite dishes must be securely mounted to a structural member of the home or to the ground. Dishes or antennas which are no longer being used, have fallen into disrepair, or are no longer functional must be repaired or removed. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC. Where in conflict, the FCC rules will control.~~

2. ARTICLE IV, RESTRICTIONS, Section 4.1 Use of Lots, Paragraph d. Temporary Structures, Outbuildings, Athletic Equipment, is amended as follows:

- d. Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure such as ~~but not limited to, storage shed, basketball goal (either temporary or permanent type), baseball or tennis pitching machines, nets or batting cages, trampolines, statues, hanging swings, trailer, tent, shack, mobile home, boat or recreational vehicle~~ shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except for cleaning, loading or unloading not to exceed twelve (12) hours, or as otherwise expressly authorized herein. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside off any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground only if enclosed on all sides by landscaping or a decorative wall approved by the Architectural Control Committee hereinafter referred to prior to installation. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the Architectural Control Committee and shall be approved in writing prior to installation. No basketball goal (either temporary or permanent), baseball or tennis pitching machines, nets or batting cages, trampolines, hanging swings or similar recreational equipment are permitted unless first approved by the Architectural Control Committee hereinafter referred to prior to installation.

3. ARTICLE IV, RESTRICTIONS, Section 4.18, Provisions Inoperative As To Initial Construction, is re-numbered as 4.14.

4. ARTICLE X, ARCHITECTURAL COMMITTEE, Section 10.3, Exculation of Declarant and Architectural Committee, is amended as follows:

- 10.3 Exculpation of Declarant and Architectural Committee. Declarant and the Architectural Committee shall ~~note he not be~~ held responsible for any loss or damage to any person arising out of any design, architectural, engineering, construction errors or omissions with respect to any plans or specifications approved by it. Nor shall Declarant or the Architectural Committee be held responsible for any loss or damage to any person arising out of any design, architectural, engineering, construction errors or omissions with respect to any plans or specifications approved by it. Nor shall Declarant or the Architectural Committee be held responsible for any loss or damage to any person arising out of non-compliance with governmental land use and building regulations.

5. ARTICLE XI, GENERAL PROVISIONS, Section 11.1, Declaration, is amended as follows:

- 11.1 Declaration. This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of forty (40) years from the date it is recorded. The provisions of this Declaration are for the purpose of protecting the value and desirability of the Development. This Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of all the Unit Owners agreeing to change the covenants in whole or in part is recorded.

6. ARTICLE XI, GENERAL PROVISIONS, Section 11.8, Lease Restrictions, is amended as follows:

- 11.8 Lease Restrictions. ~~A Unit Owner shall have the right to lease his Unit with Association approval. Prior to leasing his Unit, a Unit Owner shall provide the Association with the names and addresses of the prospective tenants of the Unit. No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his obligations as a Unit Owner. All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of the and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.~~ Leasing of Units, regardless of term, is strictly prohibited.

7. ARTICLE XI, GENERAL PROVISIONS, Section 11.12, Notice, is added as follows:

11.12 Notice. Wherever notice by mail is referenced in this instrument, it shall be inclusive of regular mail by the U.S. Postal Service, electronic mail, or personal delivery.

Signed, sealed and delivered
in the presence of:

Michael A. Lurie
Print Name: Michael A. Lurie

Edward J. Lurie
Print Name: EDWARD J. LURIE

WEST RIDGE OF SEMINOLE H.O.A., INC.

By: Warner L. Victor
WARNER L. VICTOR, President

Signed, sealed and delivered
in the presence of:

Michael A. Lurie
Print Name: Michael A. Lurie

Edward J. Lurie
Print Name: EDWARD J. LURIE

ATTEST

By: Marie D. Nassiff
MARIE D. NASSIFF, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31st day of December, 2019, by WARNER L. VICTOR and MARIE D. NASSIFF, as President and Secretary, respectively, of West Ridge of Seminole H.O.A., Inc., who are personally known to me or who have produced Drivers Lic. as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Restrictions, Covenants, Easements and Conditions for West Ridge of Seminole 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 31st day of December, 2019.

Pamela L. Charles
NOTARY PUBLIC, State of Florida
My Commission Expires

