

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 305
NORTH BAY VILLAGE, FLORIDA 33141

DOCH 20110600448 B: 10294 P: 6822
11/16/2011 07:44:02 AM Page 1 of 4
Rec Fee: \$35.50
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES (this "Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") and joined in by WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Boggy Creek, LLC, a Florida limited liability company ("Boggy Creek") recorded that certain Declaration of Covenants and Restrictions for Wyndham Lakes Estates on October 26, 2005 in Official Records Book 8267, at Page 4394 of the Public Records of Orange County, Florida, which has since been amended from time to time (collectively, the "Declaration"), respecting the community known as Wyndham Lakes Estates (the "Community").

B. Lennar, as successor in interest to Boggy Creek, assumed all of the rights of the Developer under the Declaration.

C. Pursuant to Section 4.2 of the Declaration, prior to the Turnover Date (as defined in the Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. Pursuant to Section 5.1 of the Declaration, prior to the Turnover Date, additional lands may be made part of Wyndham Lakes Estates by the Developer where the Developer records an amendment to the Declaration which subjects the annexed lands to the covenants, conditions and restrictions contained in the Declaration.

E. The Turnover Date has not yet occurred.

F. Lennar, as Developer, wishes to amend the Declaration to annex additional lands to the covenants, conditions and restrictions contained in the Declaration.

NOW THEREFORE, Lennar, as Developer, hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Annexation. The lands more particularly described on Exhibit A hereto are hereby annexed into Wyndham Lakes Estates and shall be subject to the covenants, conditions and restrictions contained in the Declaration.

5. Covenant. This Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 4th day of OCTOBER, 2011.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Jo Ann Byrum
Print Name: JO ANN BYRUM
Virginia Spencer
Print Name: Virginia Spencer

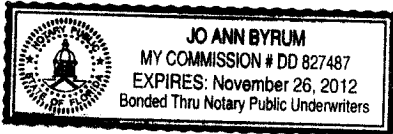
By: [Signature]
Name: Mark Metheny
Title: Vice President [SEAL]

STATE OF FLORIDA }
COUNTY OF PINELLAS } SS.:

The foregoing instrument was acknowledged before me this 4th day of OCTOBER, 2011, by MARK METHENY, as VICE PRESIDENT of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

Jo Ann Byrum
NOTARY PUBLIC, State of Florida at Large
Print Name: JO ANN BYRUM



JOINDER

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

THE WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association"), does hereby join in the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4TH day of OCTOBER, 2011.

WITNESSES:

Jo Ann Byrum
Print Name: JO ANN BYRUM
Virginia Spencer
Print Name: Virginia Spencer

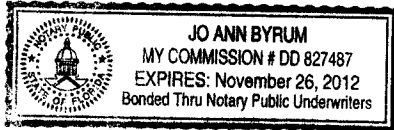
WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
By: [Signature]
Name: JOE FULGUM
Title: President

[SEAL]

STATE OF FLORIDA }
COUNTY OF _____ } SS.:

The foregoing instrument was acknowledged before me this 4TH day of OCTOBER, 2011 by JOE FULGUM, as President of WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Jo Ann Byrum
NOTARY PUBLIC, State of Florida at Large
Print Name: JO ANN BYRUM

Exhibit A**DESCRIPTION:**

That part of Section 32, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Section 32, Township 24 South, Range 30 East, Orange County, Florida, and run $N00^{\circ}34'25''E$ along the West line of the Southwest $1/4$ of said Section 32 a distance of 388.98 feet to the Southwest corner of WYNDHAM LAKES ESTATES UNIT 1, according to the plat thereof recorded in Plat Book 63, Pages 29 through 38, of the Public Records of Orange County, Florida; thence $S89^{\circ}25'35''E$ along the South line of said WYNDHAM LAKES ESTATES UNIT 1, a distance of 118.65 feet to the Southwest corner of WYNDHAM LAKES ESTATES UNIT 2, according to the plat thereof recorded in Plat Book 69, Pages 20 through 27, of said Public Records; thence $S81^{\circ}46'46''E$ along said boundary line of WYNDHAM LAKES ESTATES UNIT 2, a distance of 1466.62 feet to the POINT OF BEGINNING; thence continue the following courses along said boundary line of WYNDHAM LAKES ESTATES UNIT 2: $N18^{\circ}27'35''E$, 1021.53 feet; thence $N08^{\circ}07'29''W$, 67.09 feet; thence $N19^{\circ}34'11''E$, 190.04 feet; thence $S71^{\circ}32'25''E$, 121.34 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of $S26^{\circ}32'25''E$; thence Southeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$ for a distance of 39.27 feet to a point of non-tangency; thence $S71^{\circ}32'25''E$ radial to said curve, 50.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet and a chord bearing of $N63^{\circ}27'35''E$; thence Northeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$ for a distance of 39.27 feet to the point of tangency; thence $S71^{\circ}32'25''E$, 70.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of $S26^{\circ}32'25''E$; thence Southeasterly along the arc of said curve through a central angle of $90^{\circ}00'00''$ for a distance of 39.27 feet to the point of tangency; thence departing said boundary line of WYNDHAM LAKES ESTATES UNIT 2, run $S18^{\circ}27'35''W$, 1058.49 feet to the point of curvature of a curve concave Westerly having a radius of 200.00 feet and a chord bearing of $S21^{\circ}24'11''W$; thence Southerly along the arc of said curve through a central angle of $05^{\circ}53'13''$ for a distance of 20.55 feet to a point of non-tangency; thence $N71^{\circ}32'25''W$, 118.93 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet and a chord bearing of $S17^{\circ}37'42''E$; thence Southerly along the arc of said curve through a central angle of $88^{\circ}52'53''$ for a distance of 30.08 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 50.00 feet and a chord bearing of $S28^{\circ}03'22''W$; thence Southwesterly along the arc of said curve through a central angle of $160^{\circ}15'01''$ for a distance of 139.84 feet to a point of non-tangency; thence $S73^{\circ}06'56''W$, 80.44 feet; thence $N71^{\circ}32'25''W$, 104.63 feet to the POINT OF BEGINNING.

Containing 8.169 acres, more or less.