

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

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Rec Fee: \$61.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: LENNAR HOMES



**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 (the "Original Declaration") respecting the community known as Wyndham Lakes Estates (the "Community"). The Declaration has since been amended from time to time. The Original Declaration, together with all prior amendments which have been recorded in the Public Records of Orange County, Florida, shall hereinafter collectively be referred to as the "Declaration".

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. The Turnover Date has not yet occurred.

E. Lennar, as Developer, wishes to amend the Declaration as set forth herein.

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. Leases. Section 12.24. of the Declaration is hereby amended as follows:

12.24. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of

all leases of Homes shall be provided to Association if so requested by Association. All leases require Association approval, shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Wyndham Lakes Estates or administered by Association. Effective as of the date of recording of this Amendment, each Owner and Builder hereby acknowledges and agrees that any and all leases entered into by such Owner or Builder in connection with his/her/its Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association in the event such Owner or Builder leasing his/her/its Home is past due in the payment of his/her/its assessments, which collateral assignment of rents and leases shall provide Association with the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's or Builder's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner, Builder and/or the respective tenant(s) including, but not limited to actions for eviction of such tenant(s). Owners and Builders are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's or Builder's sole cost and expense. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than ninety (90) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional care giver residing within the Home. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner or Builder shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner or Builder, as applicable. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner and Builder agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Home, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section.

12.24.1 Lease Requirements. In addition to the foregoing, all leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

12.24.1.1. All Lease Agreements shall be in writing. All prospective occupants of the Home shall be identified in the Lease Agreement. A copy of all Lease Agreements shall be provided to Association;

12.24.1.2. All Lease Agreements, together with an application signed by the Owner or Builder, as applicable, and the prospective tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to the commencement of the proposed lease term;

12.24.1.3. The Owner or Builder shall pay the lease application fee prescribed by Association. At the time of the recording of this Amendment, the lease application fee is Seventy-Five Dollars (\$75.00). The lease application fee may be increased or decreased from time to time by the Board without amendment to the Declaration. Such lease application fee may be waived on a year-to-year basis by the Board without amendment to the Declaration;

12.24.1.4. Association shall have the right to conduct a background check on each prospective tenant and/or occupant at such Owner's or Builder's sole cost and expense (Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars per tenant to offset the costs of a background check on such tenant);

12.24.1.5. No Lease Agreement may be for a term of less than one (1) year;

12.24.1.6. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

12.24.1.7. The Owner or Builder shall agree to remove, at such Owner's or Builder's sole cost and expense, by legal means including eviction, his/her/its tenant should the tenant refuse or fail to abide by and adhere to the Association Documents or any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner or Builder fail to perform his/her/its obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner or Builder as an Individual Assessment;

12.24.1.8. All Lease Agreements shall require the Home to be used solely as a private single family residence;

12.24.1.9. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require tenant(s) to abide by the Association Documents which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

12.24.1.10. Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's or Builder's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner or Builder notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

12.24.2 Maximum Number of Tenant Occupants per Home. Each leased Home shall only be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

12.24.2.1. In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

12.24.2.2. In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

12.24.2.3. In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

12.24.3. Right to Use Common Areas. During such time as a Home is leased, the Owner or Builder of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.24.4. Security Deposit. From and after the date of recordation of this Amendment, each Owner or Builder shall collect from their respective tenant and remit to the Association, a security deposit in the amount of One Hundred Dollars (\$100.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Common Areas due to damage caused thereto by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Common Areas, or otherwise, as described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Builder upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner or Builder does not comply with this Section, the Association may charge the deposit to such Owner or Builder as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner or Builder shall not reduce or abate any Owner's or Builder's obligations pursuant to this Declaration, or give any Owner or Builder the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

12.24.5 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 12.24, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease, including, without limitation, any one or more of the following:

12.24.5.1. The Owner or Builder is delinquent in the payment of Assessments at the time the application is considered;

12.24.5.2. The Owner or Builder has a history of leasing his/her/its Home without obtaining the Association's approval;

12.24.5.3. The Owner or Builder has a history of refusing to control or accept responsibility for the tenant's occupancy of his/her/its Home;

12.24.5.4. The real estate company or agent handling the lease on behalf of the Owner or Builder has a history of screening tenant applicants inadequately or recommending undesirable tenants;

12.24.5.5. The application on its face indicates that the prospective tenant and/or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Association Documents;

12.24.5.6. The prospective tenant or occupant has been convicted of a felony, involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual offender or sexual predator or has pending criminal charges against them;

12.24.5.7. The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to the peaceful enjoyment of their Homes;

12.24.5.8. The prospective tenant or occupant evidences a strong probability of financial inability to pay rent and other financial obligations under the lease;

12.24.5.9. The tenant or occupant, during previous occupancy in Wyndham Lakes Estates, has failed to comply with the Association Documents.

12.24.5.10. The prospective tenant gives false or incomplete information to the Association as part of the application procedure including, without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the Lease;

12.24.5.11. The prospective tenants and/or Owner or Builder, as applicable, of the Home fails to pay the security deposit; and

12.24.5.12. The Owner or Builder fails to give proper notice of his/her/its intention to lease the Home to the Board.

If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

5. Individual Assessments. The following language is hereby added to the Declaration as Section 17.2.7.:

17.2.7. Individual Assessments. Assessments for which one or more Owners or Builders (but less than all Owners or Builders) within Wyndham Lakes Estates is subject ("**Individual Assessments**") such as costs of special services provided to a Home, Lot, Parcel, Owner or Builder, or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Home, Lot, Parcel, Owner or Builder. By way of example, and not of limitation, in the event an Owner or Builder fails to maintain the exterior of his/her/its Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners and/or Builders, as applicable, receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner and/or Builder receiving such services. Further, in the event that Association decides it is in the best interest of Wyndham Lakes Estates that Association perform any other obligation of an Owner and/or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment.

6. Subordination. Section 17.12. of the Declaration is hereby deleted in its entirety and replaced with the following:

17.12. Subordination of the Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Home, Lot or Parcel, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender that acquires title to a Home, Lot or Parcel by foreclosure or by deed in lieu of foreclosure, unless Florida law as amended from time to time provides for greater liability of a Lender, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Home, Lot or Parcel's unpaid Assessments which accrued or came due during the twenty-four (24) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) two percent (2%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and/or Builder and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Lender. In addition to the foregoing, any acquirer of title to a Home, Lot or Parcel including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner or Builder of the Home, Lot or Parcel and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner or Builder. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments or part thereof as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Home, Lot or Parcel shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Home, Lot or Parcel and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the respective Owner or Builder. In the event Association makes such payment on behalf of an Owner or Builder, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner or Builder pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which a Lender or an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Home, Lot or Parcel, and where Florida law does not provide for a greater amount, any past due Assessment amounts which exceed the lesser of 24 months of Assessments or two percent (2%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Home, Lot or Parcel from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure.

7. Florida Statutes. The following language is hereby added to the Declaration as Section 17.19:

17.19. Survival of the Association's Lien. To the extent the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home, Lot or Parcel, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys fees and costs shall be the joint and several liability of the Owner or Builder, as applicable, that was foreclosed by the Association and the Owner that

takes title to the Home, Lot or Parcel after the Association, and the Association shall have no liability for the same.

8. Florida Statutes. Section 22.6. of the Declaration is hereby amended as follows in order to clarify its original meaning:

22.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes or Florida Laws, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided specifically otherwise as to any particular provision of the Florida Statutes, Florida laws or County laws. To the extent a Florida Statute is not specifically referred to in this Declaration, such Florida Statute, if applicable, shall apply as amended from time to time.

9. Interpretation. The following language is hereby added to the Declaration as Section 22.9.:

22.9. Interpretation. Except as to the Developer, the Board shall be responsible for interpreting the provisions hereof and any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

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

11. Effective Date. This Amendment shall be effective as of the date of recording of the Original Declaration.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this _____ day of _____, 2014.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: LENNAR LLC

By: [Signature]
Name: MARK MATHIAS
Title: VICE PRESIDENT

[Signature]
Print Name: [Signature]

[SEAL]

STATE OF FLORIDA
COUNTY OF Orange SS.:

The foregoing instrument was acknowledged before me this 7th day of July, 2014, by MARK MATHIAS, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced W/A as identification on behalf of the company.

My commission expires: 4/14/2016

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Susan M. Finkbeiner



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 7 day of July, 2014.

WITNESSES:

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: EMILIA PACE
[Signature]
Print Name: Joseph Catanzano

By: [Signature]
Name: Carlos de la Ossa
Title: President

[SEAL]

STATE OF FLORIDA }
COUNTY OF Orange } SS.:

The foregoing instrument was acknowledged before me this 7th day of July, 2014 by Carlos de la Ossa, as President of WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires: 4/14/2016



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Susan M. Finkbeiner