

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

RUSSELL W. DIVINE, ESQUIRE
Divine & Estes, P.A.
Post Office Box 3629
Orlando, Florida 32802-3629

DOCN 20120546230 B: 10456 P: 5394
10/11/2012 11:30:40 AM Page 1 of 5
Rec Fee: \$44.00
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**
(Wyndham Lakes Estates Unit 6)

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES ("Amendment") is made by Lennar Homes, LLC, a Florida limited liability company ("Lennar") and joined by Wyndham Lakes Estates Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

- A. Boggy Creek, LLC, a Florida limited liability company, recorded the Declaration of Covenants and Restrictions for Wyndham Lakes Estates in Official Records Book 8267, Page 4394 of the Public Records of Orange County, Florida, respecting the community known as Wyndham Lakes Estates ("Community"). The foregoing Declaration, together with all prior amendments thereto, if any, is hereinafter referred to as the "Declaration."
- B. Lennar is the successor in interest to Boggy Creek, LLC and now has all the rights of the Developer under the Declaration.
- C. Section 4.2 of the Declaration provides that prior to the Turnover Date (as defined in the Declaration), Lennar, as the current Developer, may amend the Declaration as it deems appropriate without the joinder or consent of any person or party whatsoever.
- D. Section 5.1 of the Declaration provides that prior to the Turnover Date, Lennar, as Developer, in its sole discretion, may annex additional lands into the Community without the joinder or consent of any person or party whatsoever.
- E. The Turnover Date has not yet occurred and Lennar wishes to amend the Declaration as set forth herein.

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

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and from 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. The Declaration and this Amendment 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 amendments to this Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendments 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. **Capitalized Terms.** All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration.
4. **Annexation.** The real property described in **Exhibit "A"** attached hereto (Wyndham Lakes Estates Unit 6) is hereby annexed into and made a part of the real property described in Exhibit 1 of the Declaration, and as such, is part of the Community and is subject to the provisions of the Declaration and the jurisdiction of the Association.
5. **Covenant Running with the Community.** This Amendment is a covenant running with the Community and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Amendment.

IN WITNESS WHEREOF, the undersigned being Developer under the Declaration has hereunto set its hand and seal this 9TH day of JULY, 2012.

Witnesses:

Witness Signature: [Signature]
 Print Witness Name: BILL KAMKAREN

Witness Signature: [Signature]
 Print Witness Name: JOAN BURR

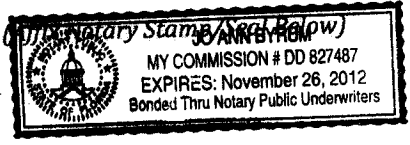
LENNAR HOMES, LLC
 a Florida limited liability company

By Its Managing Member:
 U. S. HOMES CORPORATION
 a Delaware corporation

By: [Signature]
 Name: [Signature]
 Title: Vice President

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9TH day of JULY, 2012, by MARK METHERY as VICE PRESIDENT of U. S. Home Corporation as Managing Member of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or [] produced as identification.



[Signature]
 NOTARY PUBLIC, State of Florida

EXHIBIT A

WYNDHAM LAKES ESTATES UNIT 6
PLAT BOUNDARY

DESCRIPTION:

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

BEGIN at the Southwest corner of Section 32, Township 24 South, Range 30 East, Orange County, Florida, and run N00°34'25"E along the West line of the Southwest 1/4 of said Section 32 a distance of 399.98 feet to the Southwest corner of WYNDHAM LAKES ESTATES UNIT 1, according to the plat thereof as recorded in Plat Book 63, Pages 29 through 38, of the Public Records of Orange County, Florida; thence S89°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 as recorded in Plat Book 69, Pages 20 through 27, of said Public Records; thence S81°46'46"E along the South line of Tract LL of said WYNDHAM LAKES ESTATES UNIT 2, a distance of 1466.62 feet to the Southwest corner of WYNDHAM LAKES ESTATES UNIT 3, according to the plat thereof as recorded in Plat Book 76, Page 95 through 96, of said Public Records; thence run along the boundary of said WYNDHAM LAKES ESTATES UNIT 3 the following seven (7) courses: thence S71°32'25"E, 104.63 feet; thence N73°06'56"E, 80.44 feet to a point on a non-tangent curve concave Northwesterly having a radius of 50.00 feet and a chord bearing of N28°03'22"E; thence Northeasterly along the arc of said curve through a central angle of 160°15'01" for a distance of 139.84 feet to the point of reverse curvature of a curve concave Easterly having a radius of 25.00 feet and a chord bearing of N17°37'42"W; thence Northerly along the arc of said curve through a central angle of 68°52'53" for a distance of 30.06 feet to a non-tangent line; thence S71°32'25"E, 118.93 feet to a point on a non-tangent curve concave Westerly having a radius of 200.00 feet and a chord bearing of N21°24'11"E; thence Northerly along the arc of said curve through a central angle of 05°53'13" for a distance of 20.55 feet to the point of tangency; thence N18°27'35"E, 1059.49 feet; thence run along the boundary of aforesaid WYNDHAM LAKES ESTATES UNIT 2 the following six (6) courses: S71°32'25"E, 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet and a chord bearing of N63°27'35"E; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence S71°32'25"E, 1.11 feet; thence N18°27'35"E, 50.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N25°16'00"W; thence Northwesterly along the arc of said curve through a central angle of 92°32'50" for a distance of 40.38 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 1150.00 feet and a chord bearing of N23°39'02"E; thence Northeasterly along the arc of said curve through a central angle of 05°17'13" for a distance of 106.11 feet to a non-tangent line; thence departing said boundary of WYNDHAM LAKES ESTATES UNIT 2, run S88°29'18"E, 193.31 feet; thence S86°16'01"E, 121.48 feet; thence S64°21'47"E, 130.08 feet; thence S55°30'31"E, 52.53 feet; thence S57°15'19"E, 268.11 feet; thence N32°44'41"E, 185.42 feet; thence N79°56'47"E, 176.62 feet; thence S07°12'05"E, 12.08 feet; thence S10°32'19"E, 60.38 feet; thence S23°53'54"E, 232.07 feet; thence S53°10'56"E, 135.13 feet; thence S50°00'02"E, 145.68 feet; thence S23°57'48"W, 56.54 feet; thence S66°02'12"E, 100.00 feet; thence S23°57'48"W, 120.09 feet to a point on a non-tangent curve concave Southwesterly having a radius of 175.00 feet and a chord bearing of S37°08'29"E; thence Southeasterly along the arc of said curve through a central angle of 54°07'05" for a distance of 165.29 feet to a non-tangent line; thence S89°48'25"E, 264.34 feet; thence S14°02'10"E, 20.02 feet; thence S00°11'35"W, 100.60 feet; thence S89°48'25"E, 33.73 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet and a chord bearing of S65°53'20"E; thence Southeasterly along the arc of said curve through a central angle of 47°50'10" for a distance of 83.49 feet

to a radial line; thence $N48^{\circ}01'45''E$ along said radial line, 120.00 feet; thence $S37^{\circ}07'48''E$, 93.90 feet; thence $S00^{\circ}11'35''W$, 362.67 feet; thence $S55^{\circ}29'29''W$, 21.90 feet; thence $S16^{\circ}41'57''W$, 37.02 feet; thence $S58^{\circ}23'33''W$, 54.13 feet; thence $S07^{\circ}07'30''W$, 18.99 feet; thence $N89^{\circ}48'25''W$, along the South line of the Southeast 1/4 of said Section 32, a distance of 1614.31 feet to the South 1/4 corner of said Section 32; thence $N89^{\circ}53'54''W$, along the South line of the Southwest 1/4 of said Section 32, a distance of 2661.17 feet to the POINT OF BEGINNING.

Containing 70.810 acres more or less.

**JOINDER
WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.**

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration and the foregoing 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 only and does not apply to the effectiveness of the Declaration or the Amendment as Association has no right to approve either the Declaration or the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9TH day of JULY, 2012.

Witnesses:

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

Witness Signature: [Signature]
Print Witness Name: Laura Coffey

By: [Signature]
Name: Joe Fulghum
Title: HOA President

Witness Signature: [Signature]
Print Witness Name: JOHN BYRUM

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 9th day of JULY, 2012, by JOE FULGHUM as HOA PRESIDENT of Wyndham Lakes Estates Homeowners Association, Inc., a Florida not-for-profit corporation, who [] is personally known to me or [] produced a driver's license as identification.

(Affix Notary Stamp/Seal Below)

[Signature]
NOTARY PUBLIC, State of Florida

