

FOR RECORDING IN ORANGE COUNTY)

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

DOCH 20120587011 B: 10467 P: 6606
11/01/2012 03:00:19 PM Page 1 of 6
Rec Fee: \$52.50
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: DIVINE & ESTES



**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES**
(Retention Pond - Osceola County)

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 (Retention Pond - Osceola County) 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 Common Area 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 31 day of October, 2012.

Witnesses:

LENNAR HOMES, LLC
a Florida limited liability company

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

Witness Signature: [Signature]
Print Witness Name: Whitney Cardinale

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

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 31st day of October, 2012, by Mark Metheny, as Vice President of **Lennar Homes, LLC**, a Florida limited liability company, on behalf of said limited liability company, who [X] is personally known to me or [] produced _____ as identification.

(Affix Notary Stamp/Seal Below)

[Signature]
NOTARY PUBLIC, State of Florida



**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 31 day of October, 2012.

Witnesses:

Witness Signature:

[Handwritten Signature]
Laure Kolffey

Print Witness Name:

Witness Signature:

[Handwritten Signature]

Print Witness Name:

Whitney Cardinale

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

By:

Name:

Title:

[Handwritten Signature]
Joe Fulghum
President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 31st day of October, 2012, by Joe Fulghum as 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)

[Handwritten Signature]
NOTARY PUBLIC, State of Florida

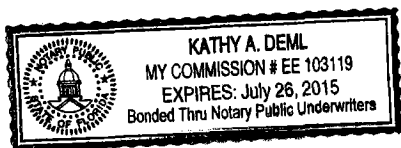
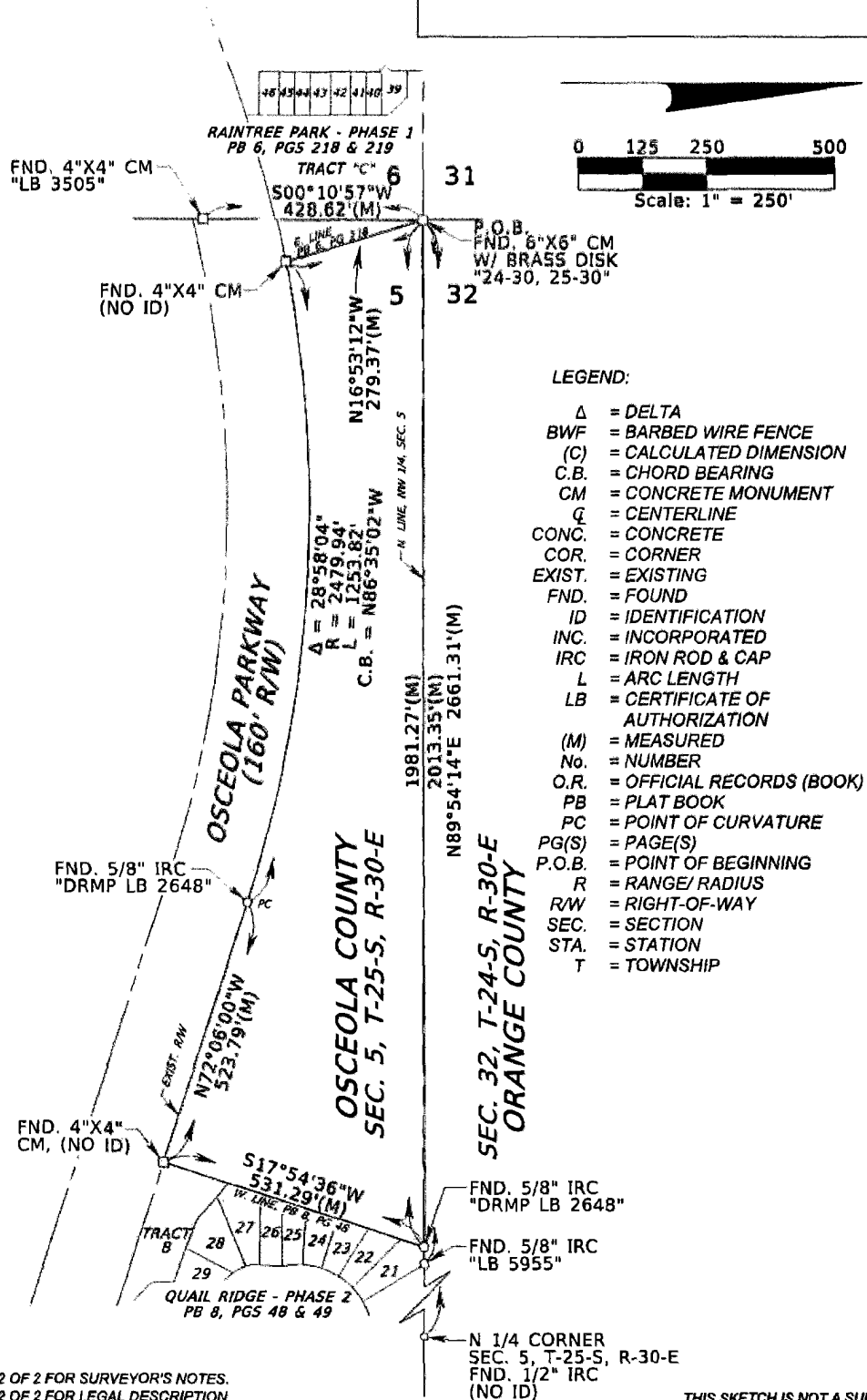


EXHIBIT "A"
LEGAL DESCRIPTION
RETENTION POND - OSCEOLA COUNTY

SECTION 5, T-25-S, R-30-E
OSCEOLA COUNTY, FLORIDA



- LEGEND:**
- Δ = DELTA
 - BWF = BARBED WIRE FENCE
 - (C) = CALCULATED DIMENSION
 - C.B. = CHORD BEARING
 - CM = CONCRETE MONUMENT
 - CL = CENTERLINE
 - CONC. = CONCRETE
 - COR. = CORNER
 - EXIST. = EXISTING
 - FND. = FOUND
 - ID = IDENTIFICATION
 - INC. = INCORPORATED
 - IRC = IRON ROD & CAP
 - L = ARC LENGTH
 - LB = CERTIFICATE OF AUTHORIZATION
 - (M) = MEASURED
 - No. = NUMBER
 - O.R. = OFFICIAL RECORDS (BOOK)
 - PB = PLAT BOOK
 - PC = POINT OF CURVATURE
 - PG(S) = PAGE(S)
 - P.O.B. = POINT OF BEGINNING
 - R = RANGE/RADIUS
 - R/W = RIGHT-OF-WAY
 - SEC. = SECTION
 - STA. = STATION
 - T = TOWNSHIP

SEE SHEET 2 OF 2 FOR SURVEYOR'S NOTES.
SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION.

THIS SKETCH IS NOT A SURVEY.

SKETCH AND DESCRIPTION	OSCEOLA PARKWAY PARCEL 100A			SKETCH PREPARED BY: DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - GEOTECHNICAL 111 LAKE BRUNNENLANE ORLANDO, FL 32814 (407) 253-0900 CERTIFICATE OF AUTHORIZATION NO. 2001</small>
	DRMP PROJECT NO 05-0138.000	SHEET 1 OF 2	DATE: 05/15/2012	
	REVISION LEGAL ALC 05/08/12		SCALE: 1"=250' CHECKED: A. QUICKEL	
ALLEN L. QUICKEL FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	REVISION BY DATE	DRAWN: C. WILD		

**SECTION 5, T-25-S, R-30-E
OSCEOLA COUNTY, FLORIDA**

LEGAL DESCRIPTION (PARCEL 100A):

A PORTION OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 3542, PAGE 2728 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 6" X 6" CONCRETE MONUMENT WITH A BRASS DISK STAMPED " 24-30, 25-30" MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY FLORIDA; THENCE RUN NORTH 89°54'14" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, SAID LINE ALSO BEING THE NORTH LINE OF OSCEOLA COUNTY AND SOUTH LINE OF ORANGE COUNTY, A DISTANCE OF 1981.27 FEET TO A POINT ON THE WESTERLY LINE OF QUAIL RIDGE - PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MARKED BY A 5/8" IRON ROD & CAP STAMPED "DRMP LB 2648"; THENCE DEPARTING SAID NORTH LINE OF SECTION 5 AND OSCEOLA COUNTY, RUN SOUTH 17°54'38" WEST, ALONG THE WESTERLY LINE OF SAID QUAIL RIDGE - PHASE 2, A DISTANCE OF 531.29 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OSCEOLA PARKWAY (A 160 FOOT RIGHT-OF-WAY) MARKED BY A 4"X4" CONCRETE MONUMENT (NO ID); THENCE RUN ALONG SAID EXISTING NORTHERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 72°06'00" WEST, A DISTANCE OF 523.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2479.94 FEET; THENCE THROUGH A CENTRAL ANGLE OF 28°58'04", RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 1253.82 FEET TO THE SOUTHEAST CORNER OF RAINTREE PARK - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 218 AND 219 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MARKED BY A 4"X4" CONCRETE MONUMENT (NO ID); THENCE DEPARTING SAID EXISTING NORTHERLY LINE OF OSCEOLA PARKWAY AND SAID CURVE, RUN NORTH 16°53'12" WEST, ALONG THE EAST LINE OF SAID RAINTREE PARK - PHASE 1, A DISTANCE OF 279.37 FEET TO THE POINT OF BEGINNING;

CONTAINING 13.235 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS ARE BASED UPON THE NORTH LINE OF THE NW 1/4 OF SECTION 5, TOWNSHIP 24 SOUTH, RANGE 30 EAST AS BEING, NORTH 89°54'14" EAST, AN ASSUMED BEARING.
2. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY, IF ANY, OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. PREPARED BY: DRMP, INC.
941 LAKE BALDWIN LANE, ORLANDO, FL 32814
L.B. No. 2648
5. THIS SKETCH IS NOT A SURVEY.

PARCEL 100A	
SKETCH PREPARED BY:	
	DRMP
<small>ENGINEER • SURVEYOR • PLANNER • SCIENTIST</small>	
<small>941 LAKE BALDWIN LANE ORLANDO, FL 32814 (407) 261-8844 CERTIFICATE OF AUTHORITY #00116-0000</small>	