**PREPARED BY AND RETURN TO:** 

Christian F. O'Ryan, Esq. Pennington, P.A. 2701 N. Rocky Point Drive, Suite 900 Tampa, Florida 33607 DOC# 20140654770 B: 10854 P: 8597 12/31/2014 08:34:54 AM Page 1 of 5 Rec Fee: \$44.00 Martha O. Haynie, Comptroller Orange County, FL PU - Ret To: DIVINE & ESTES



---SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----

### SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES

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

# **RECITALS**

- LENNAR HOMES, LLC is the "Developer" under the Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 8267, Page 4394 (the "Original Declaration"), as amended by the First Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 9258, Page 3057 (the "First Amendment"), the Supplemental Declaration of Covenants and Restrictions of Wyndham Lakes Estates (Unit 2 Plat), recorded in OR Book 9258, Page 3060 (the "First Supplement"), the Second Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 9541, Page 2354 (the "Second Amendment"), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes, recorded in OR Book 10294, Page 6822 (the "Third Amendment"), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes, recorded in OR Book 10456, Page 5394 (the "Fourth Amendment"), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes (Retention Pond - Osceola County), recorded in OR Book 10467, Page 6606 (the "Fifth Amendment") and the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes, recorded in OR Book 10649, Page 2551 (the "Sixth Amendment"), all in the Public Records of Orange County, Florida. The Original Declaration together with the First Amendment, First Supplement, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment shall hereinafter be referred to as the "Declaration".
- B. Section 4.2 of the Declaration provides prior to the Turnover Date (as defined in the Declaration), the Developer may amend the Declaration as it deems appropriate without the joinder or consent of any person or party whatsoever.

- C. Section 5.1 of the Declaration provides prior to the Turnover Date, the Developer, in its sole discretion, may annex additional lands into the community without the joinder or consent of any person or party whatsoever.
- D. The Turnover Date has not yet occurred and Developer wishes to amend the Declaration as set forth herein.

NOW THEREFORE, the Developer hereby amends the Declaration as set forth herein.

- 1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Seventh Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 2. In the event there is a conflict between this Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. The Declaration is hereby amended by the addition of the real property legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"). The Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.
- 4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.
- 5. This Seventh Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Orange County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned being the Developer has caused this Seventh Amendment to be executed by its duly authorized representative as of this day of, 20_14	
WITNESSES:	"DEVELOPER"
_	LENNAR HOMES, LLC, a Florida limited liability company
Clado	By: Detriet "Date" Paris
Print Name: Carlos de la	Patrick "Rob" Bonin Authorized Representative
3,00	[Company Seal]
Print Name: SEXINETT S. PUEDAS	
STATE OF FLORIDA )	
COUNTY OF ORANGE )	
The foregoing instrument was acknowledged before me this 1944 day of, 2014, by Patrick "Rob" Bonin, as an Authorized Representative of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced as identification].	
/	Shown. V.
SUSAN M FINKBEINER MY COMMISSION # EE177468 EXPIRES April 14, 2016	Notary Public Susan M. Finkbuin
(407) 398-0153 Florida/NotaryService.com	My Commission Expires: 4/14/2016

#### **JOINDER**

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in the SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES (the "Seventh 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 this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Seventh Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the Seventh Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1916 day of, 2014.	
WITNESSES:	WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation
Print Name: BEAMER S, RUEDAS	By: Carlos de la Ossa President
Print Name: Jusy Friedle	[Company Seal]
STATE OF FLORIDA ) COUNTY OF ORANGE )	
, 20 1-1 , by Carlos de ESTATES HOMEOWNERS ASSOCIATION on behalf of the corporation. He [is particle] as ide	ptification].
MY COMMISSION # EE177468 Prin	ary Public Susa M. Fink Deiner of Name: Susa M. Fink Deiner of Name: 114 12 500

# **Exhibit A**

## **Legal Description**

A PARCEL OF LAND, LYING IN THE NORTHEAST QUARTER OF SECTION 32, AND ON THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF WYNDHAM LAKES ESTATES UNIT 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 28 THROUGH 35, OF SAID PUBLIC RECORDS, FOR A POINT OF BEGINNING; SAID POINT LIES ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°44'50" EAST, ALONG SAID NORTH LINE, 298.91 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°08'33" EAST. ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1316.44 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°44'44" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 650.14 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID PLAT OF WYNDHAM LAKES ESTATES UNIT 4; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: THENCE RUN NORTH 00°05'05" WEST, 39.88 FEET; THENCE RUN NORTH 89°44'48" WEST. 45.00 FEET; THENCE RUN NORTH 00°05'05" WEST, 185.18 FEET TO THE POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 27°31'30", AN ARC LENGTH OF 60.05 FEET, A CHORD LENGTH OF 59.47 FEET AND A CHORD BEARING OF NORTH 38°53'17" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 56°43'17", AN ARC LENGTH OF 74.25 FEET, A CHORD LENGTH OF 71.25 FEET AND A CHORD BEARING OF NORTH 03°14'06" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 31°35'45" WEST, 79.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°11'28", AN ARC LENGTH OF 38.48 FEET, A CHORD LENGTH OF 34.79 FEET AND A CHORD BEARING OF NORTH 12°29'59" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 56°21'46", AN ARC LENGTH OF 860.75 FEET, A CHORD LENGTH OF 826.46 FEET AND A CHORD BEARING OF NORTH 28°24'50" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°13'57" EAST, 143.98 FEET TO THE POINT OF BEGINNING.