

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607



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

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

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES (this “**Eighth 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

A. 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 “**Second Supplement**”), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes, recorded in OR Book 10456, Page 5394 (the “**Third Supplement**”), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes (Retention Pond – Osceola County), recorded in OR Book 10467, Page 6606 (the “**Fourth Supplement**”) the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes, recorded in OR Book 10649, Page 2551 (the “**Fifth Supplement**”), the Amendment to the Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 10790, Page 6689 (the “**Third Amendment**”), the Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 10854, Page 8591 (the “**Sixth Supplement**”) and the Seventh Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 10854, Page 8597 (the “**Seventh Supplement**”), all in the Public Records of Orange County, Florida. The Original Declaration together with the First Amendment, First Supplement, Second Amendment, Second Supplement, Third Supplement, Fourth Supplement, Fifth

Supplement, Third Amendment, Sixth Supplement and Seventh Supplement 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. 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 Eighth 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 Eighth Amendment and the Declaration, this Eighth Amendment shall control. Whenever possible, this Eighth 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 A&R Bylaws of the Association have been amended as provided for in **Schedule 1** attached hereto and incorporated herein.

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 Eighth 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]

JOINDER

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES (the "**Eighth 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 Eighth Amendment and does not affect the validity of the Eighth Amendment as the Association has no right to approve the Eighth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14 day of SEPTEMBER, 2015.

WITNESSES:

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

B. Ruedas
Print Name: BENJETT S. RUEDAS

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

[Signature]
Print Name: DAVID SMITH, JR.

[Company Seal]

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14th day of September, 2015, by Carlos de la Ossa, President of WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He [is personally known to me] [has produced N/A as identification].



[Signature]
Notary Public
Print Name: Susan M Finkbeiner

My Commission Expires: 4/14/2016

IN WITNESS WHEREOF, the undersigned being the Developer has caused this Eighth Amendment to be executed by its duly authorized representative as of this 14 day of SEPTEMBER, 2015.

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC, a Florida limited liability company

B #AL
Print Name: BENNETT S. RVEDAS

By: Keith Malcuit
Print Name: Keith Malcuit
Title: Authorized Agent

[Signature]
Print Name: RAIDA SANTI, JR.

[Company Seal]

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14th day of September, 2015, by Keith Malcuit, as Authorized Agent of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced N/A as identification].



[Signature]
Notary Public
Print Name: SUSAN M FINKBEINER
My Commission Expires: 4/14/2016

SCHEDULE 1

FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT

This First Amendment to the Amended and Restated Bylaws (this "**First Amendment**") of the WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") is made by the Board of Directors (the "**Board**") of the Association.

RECITALS

A. LENNAR HOMES, LLC is the current "Developer" under the Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 8267, Page 4394, of the Public Records of Orange County, Florida, as amended (the "**Declaration**").

B. The Amended and Restated Bylaws (the "**Bylaws**") are attached as "Exhibit B" to the Second Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates, recorded in OR Book 9541, Page 2354 of the Public Records of Orange County, Florida (the "**Second Amendment**").

C. Section 11 of the Bylaws provides the Bylaws may be amended by the Board. The Board desires to amend the Bylaws as set forth herein.

D. This First Amendment to the Bylaws was approved by the Board on September 3rd, 2015.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined when whole sections or paragraphs are added or deleted in their entirety.

1. The Recitals set forth above are true and correct and are incorporated herein by reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event that there is a conflict between this First Amendment and the Bylaws, this First Amendment shall control. Whenever possible, this First Amendment and the Bylaws shall be construed as a single document. Except as modified hereby, the Bylaws shall remain in full force and effect.

3. Section 4.4 of the Bylaws is hereby amended as follows:

4.4 **Quorum.** A quorum at Members' meetings shall consist of ~~twenty percent (20%)~~ ten percent (10%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, ~~twenty percent (20%)~~ ten percent (10%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof

4. Section 5.6 of the Bylaws is hereby amended as follows:

5.6 **Number.** The Board at all times shall consist of not less than three (3) nor more than ~~five (5)~~ seven (7) Directors. The initial Board shall consist of three (3) Directors. After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of ~~five (5)~~ seven (7) members; provided, however, the established number of Board members shall always be an odd number. This number may be increased to ~~five (5)~~ seven (7) by the affirmative vote of a majority of votes represented at a meeting in person or by proxy, if a quorum is present. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5. Section 5.7 of the Bylaws is hereby amended as follows:

5.7 **Term of Office.** Except for the initial Board of Directors which may serve until such time allowed hereunder, the term of office of each Director shall be for staggered terms of ~~three (3) years each.~~ After such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, ~~two (2) of the first three (3) subsequent non-Developer Directors shall initiate the term staggering process. One Director shall serve for a one year (1) term, to be succeeded by a three (3) year term Director. A second Director shall serve for a two (2) year term, and shall also be succeeded by a full three (3) year term Director.~~ the Members shall elect seven (7) Directors: two (2) Directors for a term of one (1) year, two (2) Directors for a term two (2) years, and three (3) Directors for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidates with the most votes shall serve as Directors for three (3) years; the candidates receiving the second highest number of votes shall serve as Directors for two (2) years; and the candidates receiving the least amount of votes shall serve as Directors for one (1) year. At each annual Members' meeting thereafter, the Members shall elect the appropriate number of Directors each for a term of two (2) years. Each Director shall hold office for the term for which that Director is elected and until that Director's successor shall have been elected and qualified or until that Director's earlier resignation, removal from office or death.

6. This First Amendment shall be effective upon the recording of the Eighth Amendment to the Declaration in the Public Records, to which this Amendment is attached.

[Signatures on the Following Page]

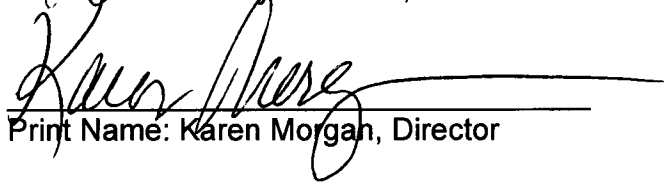
IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals as of this 3 day of September, 2015.



Print Name: Carlos de la Ossa, Director



Print Name: Jeffery Adelman, Director



Print Name: Karen Morgan, Director