

THIS INSTRUMENT PREPARED BY:

JEFFREY R. MARGOLIS, ESQ.
BERGER SINGERMAN LLP
350 E. LAS OLAS BLVD., SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

AFTER RECORDING RETURN TO:

FOUNDERS TITLE
5100 WEST COPANS ROAD, SUITE 600
MARGATE, FLORIDA 33063

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND
EASEMENTS FOR WESTLAKE RESIDENCES**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this "**First Amendment**") is made by Minto PBLH, LLC, a Florida limited liability company ("**Minto**") and joined in by Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration of Restrictions, Covenants and Easements for Westlake Residences was recorded in Official Records Book 29588, Page 766 of the Public Records of Palm Beach County, Florida (the "**Original Declaration**") respecting the community known as Westlake Residences.

B. Section 5.1 of the Original Declaration provides that Minto, as Developer, has the right, in its sole discretion and without the consent of any other party, to submit or to cause to be submitted additional lands to be part of Westlake Residences and subject to the encumbrance, operation and effect of the Original Declaration by recording an amendment to the Original Declaration.

C. Section 4.3 of the Original Declaration provides that prior to the Turnover Date, Minto, as Developer, has the right to amend the Original Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. The Turnover Date has not occurred.

E. Minto, as Developer, desires to amend the Original Declaration as set forth in this First Amendment.

NOW THEREFORE, Minto hereby declares that every portion of the Westlake Residences is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in this First Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

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

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, and the defined terms are hereby modified as follows:

"Declaration" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

4. Additional Property. Exhibit 1 of the Original Declaration is hereby amended to add the property described on **Exhibit A** to this First Amendment (the **"Additional Property"**). Westlake Residences is comprised of the property described on (a) Exhibit 1 of the Original Declaration and (b) the Additional Property. The Additional Property is subject to the Declaration, including all covenants, conditions and restrictions contained in the Declaration, as though the Additional Property were originally described in the Declaration as a portion of Westlake Residences and is under the jurisdiction of the Association. All references to "Properties" and "Westlake Residences" in the Original Declaration and Amendments shall include the Additional Property.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 16th
day of April, 2018.

WITNESSES:

Leolani Grevers
Print Name: Leolani Grevers
Michele Bobinski
Print Name: Michele Bobinski

MINTO PBLH, LLC, a Florida limited liability
company

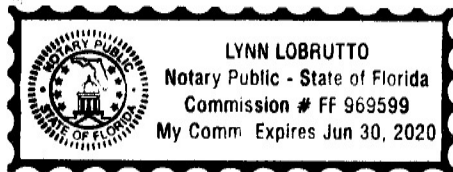
By: [Signature]
Name: John F. Carter
Title: Vice President

STATE OF FLORIDA)
COUNTY OF Palm Beach)SS.:

The foregoing was acknowledged before me this 16th day of April, 2018 by
John F. Carter as V. P. of MINTO PBLH, LLC, a
Florida limited liability company, who is personally known to me or who has produced
N/A as identification on behalf of the
company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: Lynn LoBrutto



JOINDER

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

Westlake Residences Master Homeowners Association, Inc. ("**Association**") does hereby join in the First Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "**First 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 acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of April, 2018.

WITNESSES:

**WESTLAKE RESIDENCES MASTER
HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation**

Gloria Ortiz
Print Name: GLORIA ORTIZ

Michele Bobinski
Print Name: Michele Bobinski

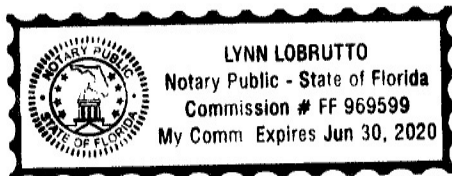
By: [Signature]
Name: JARED STERN
Title: SEC / TREASURER

{SEAL}

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

The foregoing instrument was acknowledged before me this 13th day of April, 2018 by Jared Stern, as Sec/Treas. of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida

Print Name Lynn LoBrutto

JOINDER

SEMINOLE IMPROVEMENT DISTRICT

SEMINOLE IMPROVEMENT DISTRICT (the "**District**"), as owners of certain property within Westlake Residences, does hereby join in the First Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences ("**First Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The District acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as the District has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of April, 2018.

WITNESSES:

Gloria Ortiz
Print
Name: GLORIA ORTIZ

Michele Bobinski
Print
Name: Michele Bobinski

SEMINOLE IMPROVEMENT DISTRICT, an independent special purpose unit of local government

By: [Signature]
Name: Scott W. Massey
Title: Chairman, Board of Supervisors
Date: 4/13/2018

STATE OF FLORIDA)
COUNTY) SS.:
OF Palm Beach)

The foregoing instrument was acknowledged before me this 13th day of April, 2018 by Scott W. Massey as Chairman of the Board of Supervisors of SEMINOLE IMPROVEMENT DISTRICT, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print
Name: Lynn LoBrutto

CONSENT

Wells Fargo Bank, N.A., as Administrative Agent ("**Wells Fargo**"), the owner and holder of a certain Mortgage and Security Agreement recorded May 9, 2016 in Official Records Book 28283, Page 1060 of the Public Records of Palm Beach County, Florida, as amended by Mortgage Modification Agreement recorded December 29, 2016 in Official Records Book 28798, Page 1467 of the Public Records of Palm Beach County, Florida; together with Absolute Assignment of Leases and Rents recorded May 9, 2016 in Official Records Book 28283, Page 1094 of the Public Records of Palm Beach County, Florida; Assignment of Agreements Affecting Real Estate recorded May 9, 2016 in Official Records Book 28283, Page 1114 of the Public Records of Palm Beach County, Florida; State of Florida Uniform Commercial Code Financing Statement Form recorded May 9, 2016 in Official Records Book 28283, Page 1134 of the Public Records of Palm Beach County, Florida; Financing Statement Form UCC-3 recorded June 21, 2016 in Official Records Book 28384, Page 733 of the Public Records of Palm Beach County, Florida; Financing Statement Form UCC-3 recorded June 22, 2016 in Official Records Book 28387, Page 509 of the Public Records of Palm Beach County, Florida; Mortgage Spreader Agreement recorded February 16, 2017, in Official Records Book 28896, Page 893 of the Public Records of Palm Beach County, Florida; and Financing Statement Form UCC-3 recorded February 16, 2017 in Official Records Book 28896, Page 903 of the Public Records of Palm Beach County, Florida, each as amended from time to time (collectively, the "**Mortgage**") which encumbers the real property described in Exhibit 1 to the Declaration of Restrictions, Covenants and Easements for Westlake Residences ("**Declaration**") and in Exhibit A to this First Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "**First Amendment**"), does hereby join in and consent to the First Amendment to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Wells Fargo responsible or liable for the performance of any of the covenants or undertakings contained in the First Amendment. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration of Restrictions, Covenants and Easements for Westlake Residences and this Consent (a) shall in no way diminish, impair or affect the security interest in favor of Wells Fargo created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Wells Fargo's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 19th day of April, 2018.

WITNESSES:

Wells Fargo Bank, N.A., as Administrative Agent

Print Name:

Corri A. Jones

Print Name:

NANCY J. LUCAS

By:

Name:

Title:

Beverly J. Matter
Beverly J. Matter
Vice President

{SEAL}

STATE OF Florida)

COUNTY OF Hillsborough) SS.:

The foregoing instrument was acknowledged before me this 19th day of April, 2018 by Beverly J. Matter as Vice President of Wells Fargo Bank, N.A., as Administrative Agent, who is personally known to me or who produced _____ as identification.

My commission expires:



CORRI A. JONES
MY COMMISSION # FF 193885
EXPIRES: February 25, 2019
Bonded Thru Budget Notary Services

NOTARY PUBLIC, State of _____

Print name: _____

EXHIBIT A

ADDITIONAL PROPERTY

All of the Hammocks of Westlake – Phase II, according to the Plat thereof, recorded in Plat Book 125, Pages 153-159, of the Public Records of Palm Beach County, Florida

AND

Amenity Center Tract of Westlake Amenity Parcel, according to the Plat thereof, recorded in Plat Book 124, Page 65, of the Public Records of Palm Beach County, Florida