

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

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

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this "**Third 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. The Original Declaration was amended by the First Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 29818, Page 284 and Second Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 30585, Page 627, all of the Public Records of Palm Beach County, Florida (collectively, the "**Amendments**").

C. 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.

D. 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.

E. The Turnover Date has not occurred.

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

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

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Original Declaration or the Amendments, this Third Amendment shall control. Whenever possible, this Third Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified by this Third Amendment, the Original Declaration and Amendments 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, the Amendments, and this Third 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 Third Amendment (the "Additional Property"). Westlake Residences is comprised of the property described on (a) Exhibit 1 of the Original Declaration, (b) Exhibit A of each of the Amendments, and (c) 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 the Additional Property 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 Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 17
day of June, 2019.

WITNESSES:

Print Name: Scott W. Massey

Print Name: Leahni Grevers

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

MINTO PBLH, LLC, a Florida limited liability
company

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

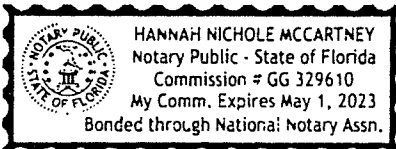


The foregoing was acknowledged before me this 17th day of June, 2019 by John Carter as Vice President of MINTO PBLH, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

Hannah McCartney
NOTARY PUBLIC, State of Florida

Print Name: Hannah McCartney



JOINDER

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

Westlake Residences Master Homeowners Association, Inc. ("Association") does hereby join in the Third Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "Third 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 Third Amendment, as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17 day of June, 2019.

WITNESSES:

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

Print Name: Scott W. Miller

Print Name: Ledani Grever

By:

Name: John Carter

Title: President

STATE OF FLORIDA)

COUNTY OF Palm Beach)

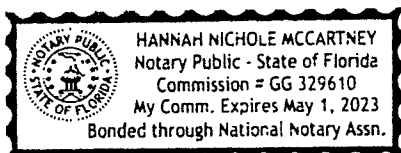
SS.:

The foregoing instrument was acknowledged before me this 17th day of June, 2019 by John Carter, as President of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

Hannah M. McCartney
NOTARY PUBLIC, State of Florida

Print Name Hannah M. McCartney



JOINDER

SEMINOLE IMPROVEMENT DISTRICT

Seminole Improvement District (the "**District**"), as owners of certain property within Westlake Residences, does hereby join in the Third Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences ("**Third 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 Third Amendment, as the District has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17 day of June 2019.

WITNESSES:

Print
Name:

John B. Carter

Print
Name:

Leolani Grevers

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

By:

Scott Massey

Name: Scott Massey

Title: Chairman, Board of Supervisors

Date: June 17, 2019

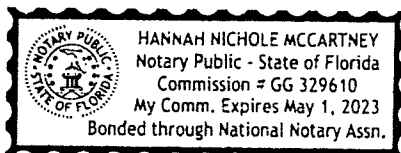
STATE OF FLORIDA

COUNTY
OF Palm Beach

SS.:

The foregoing instrument was acknowledged before me this 17th day of June, 2019, by Scott Massey as Chairman of the Board of Supervisors of SEMINOLE IMPROVEMENT DISTRICT, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Hannah McCartney
NOTARY PUBLIC, State of Florida

Print

Name Hannah McCartney

JOINDER AND CONSENT

Wells Fargo Bank, N.A., as Administrative Agent ("**Wells Fargo**"), the owner and holder of a certain Mortgage and Security Agreement recorded in O.R. Book 28283, Page 1060, an Absolute Assignment of Leases and Rents recorded in O.R. Book 28283, Page 1094, and an Assignment of Agreements Affecting Real Estate recorded in O.R. Book 28283, Page 1114, all of the Public Records of Palm Beach County, Florida, all as amended by Mortgage Modification Agreement recorded in O.R. Book 28798, Page 1467, Mortgage Spreader Agreement recorded in O.R. Book 28896, Page 893, Mortgage Modification and Future Advance Agreement recorded in O.R. Book 29564, Page 571, and Mortgage Spreader Agreement recorded in O.R. Book 30444, Page 912, all of the Public Records of Palm Beach County, Florida; together with a UCC-1 Financing Statement recorded in O.R. Book 28283, Page 1134, amended by UCC-3 Amendments recorded in O.R. Book 28384, Page 733, O.R. Book 28387, Page 509, O.R. Book 28896, Page 903, and Book 30444, Page 922, all of the Public Records of Palm Beach County, Florida; together with a Collateral Assignment of Declarant Rights recorded in O.R. Book 29611, Page 673 of the Records, as modified by Mortgage Spreader Agreement recorded in O.R. Book 30444, Page 912, all of the Public Records of Palm Beach County, Florida (as further 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**"), Exhibit A each of the First and Second Amendments to the Declaration of Restrictions, Covenants and Easements for Westlake Residences, and in Exhibit A to this Third Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "**Third Amendment**"), does hereby join in and consent to the Third 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 Third 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 30th day of May, 2019.

WITNESSES:

WELLS FARGO BANK, N.A., Administrative Agent

Name: Ronald K. Call

By: Susan Beaugrand
Susan Beaugrand, Senior Vice President

Name: Kathryn C. Bateman

{SEAL}

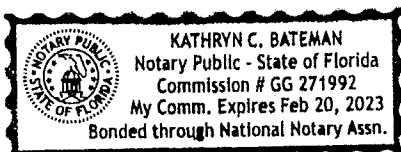
STATE OF FLORIDA)

)SS.:

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 30th day of May, 2019 by Susan Beaugrand as Senior Vice President of Wells Fargo Bank, N.A., a national banking association, who ☒ is personally known to me or has produced as identification.

My commission expires:



Kathryn C. Bateman
NOTARY PUBLIC, State of Florida
Print name: Kathryn C. Bateman

EXHIBIT "A"

LEGAL DESCRIPTION

All of the plat of **SKY COVE – PHASE 1 A**, according to the plat thereof, recorded in Plat Book 128, Pages 129 through 137, inclusive, of the Public Records of Palm Beach County, Florida.

This is not a certified copy