

THIS INSTRUMENT PREPARED BY:

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FORT LAUDERDALE, FLORIDA 33301

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

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this "**Fifth 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, the Second Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 30585, Page 627, the Third Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 30698, Page 1998, and the Fourth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 30973, Page 438, all of the Public Records of Palm Beach County, Florida 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 Fifth 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 Fifth Amendment.

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

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Original Declaration or the Amendments, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified by this Fifth 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 added and modified as follows (language that has a line through it has been deleted and language that is double underlined is new)

"Declaration" shall mean the Original Declaration, the Amendments, and this ~~Fourth Amendment~~ Fifth Amendment, together with all amendments and modifications thereof.

"Dog Park" shall ~~initially mean the real property described on Exhibit A attached to and made a part of this Fifth Amendment.~~ The Dog Park shall be part of the Common Areas. The property comprising the Dog Park may be relocated, expanded or reduced by the Developer; if the Dog Park is relocated, expanded or reduced, such relocation, expansion or reduction shall be memorialized by the recording of an amendment to this Declaration.

"Common Areas" shall mean all real property interests and personalty within Westlake Residences designated as Common Areas from time to time by Plat, in this Declaration, a recorded amendment to this Declaration, or otherwise, and provided for, owned, leased by, or dedicated to the Association for the common use and enjoyment of the Owners. It is currently contemplated that the only Common Areas will be the Amenities, Amenities Facilities and Amenities Property, more particularly described on the attached Exhibit 4, and the Dog Park, although the Common Areas could include, without limitation, open space areas, internal buffers, entranceways and entrance features, private streets and roads, perimeter buffers, perimeter walls and fences, landscaping and landscaped areas, easement areas owned by others, public rights of way, additions, lakes, irrigation pumps, irrigation lines, sidewalks, street lights and other outside lighting, service roads, walls, commonly used utility facilities, project signage and

Access Control System, and will include such facilities to the extent located within the Amenities Property. The Common Areas do not include any portion of a Home or the Facilities. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be dedicated and/or conveyed to the District and comprise part of the Facilities. Moreover, if any of the foregoing items identified as possible Common Areas are included as part of Neighborhood Common Areas, the same shall not be included in Common Areas. WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS. MOST COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY OR OTHER GOVERNMENTAL AUTHORITIES, OR (C) NEIGHBORHOOD COMMON AREAS. NO PORTION OF THE FACILITIES, PUBLIC FACILITIES AND PROPERTY, OR NEIGHBORHOOD COMMON AREAS SHALL BE DEEMED COMMON AREAS UNDER THIS DECLARATION. It is specifically contemplated that the Common Areas may change from time to time in connection with the Developer's development plans and other factors not now known including, without limitation, by increase, decrease and/or transfer to a Neighborhood Association or the District); accordingly, reference to Common Areas in this Declaration shall be deemed to refer to same as they may exist from time to time.

4. Additional Property. Exhibit 1 of the Original Declaration is hereby amended to add the property described on Exhibit A to this Fifth 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.

5. Dog Park. The following provision is added to Article 9 of the Original Declaration (language that is double underlined is new):

The Dog Park and will be part of the Common Areas and shall be used only for such purposes by Owners and their family members, guests, invitees and lessees. The Dog Park shall be kept and maintained by the Association. The use of the Dog Park shall be subject to any Rules and Regulations promulgated by the Association. All pets and animals shall defecate and urinate only in designated areas within the Dog Park. The person walking or otherwise with the pet or animal shall immediately clean up and remove all matter created by the pet or animal. Each Owner shall be responsible for the activities of its pet(s) and/or animal(s) within the Dog Park. Any landscaping damage or other damage to the Dog Park caused by an Owner's pet or animal shall be repaired by the Association, the cost of which shall be levied as an Individual Assessment against the applicable Owner.

6. Covenant. This Fifth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 7 day of November, 2019.

WITNESSES:

MINTO PBLH, LLC, a Florida limited liability company

Print Name: Nelson Bennett

By:

Name: John Carter

Title: Vice President

Print Name: Leotani Grever

STATE OF FLORIDA)

)SS.:

COUNTY OF Palm Beach)

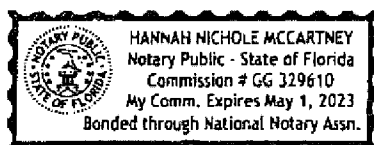


The foregoing was acknowledged before me this 7 day of November, 2019 by John Carter as Vice President of MINTO PBLH, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification on behalf of the company.

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 Fifth Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "**Fifth 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 Fifth Amendment, as Association has no right to approve the Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7 day of November, 2019.

WITNESSES:

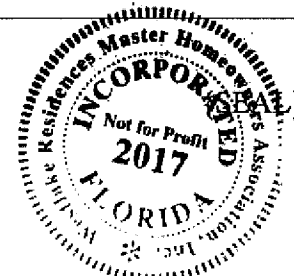
**WESTLAKE RESIDENCES MASTER
HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation**

Print Name: Nelson Bennett

Print Name: Leolani Gowers

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

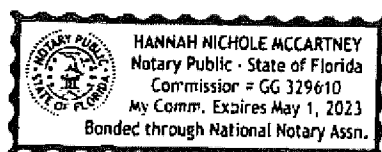
STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:



The foregoing instrument was acknowledged before me this 7 day of November 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 McCartney
NOTARY PUBLIC, State of Florida



Print Name Hannah McCartney

EXHIBIT A

A PARCEL OF LAND LYING IN TRACT "A", TOWN CENTER EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 46 THROUGH 50, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST NORTHEAST CORNER OF TRACT "A", TOWN CENTER EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 46 THROUGH 50, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.28°42'51"W., ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 15.10 FEET; THENCE N.61°17'09"W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE S.28°42'51"W., ALONG A LINE 20 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT "A", A DISTANCE OF 115.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1151.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'27" A DISTANCE OF 114.96 FEET TO A POINT OF NON-TANGENT INTERSECTION; THENCE N.61°17'09"W., A DISTANCE OF 208.41 FEET; THENCE N.28°42'51"E., A DISTANCE OF 229.35 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 925.00 FEET AND A RADIAL BEARING OF S.12°47'50"W., AT SAID INTERSECTION; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG A LINE 25 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "A" THROUGH A CENTRAL ANGLE OF 11°05'19" A DISTANCE OF 179.02 FEET; THENCE S.12°19'26"E., A DISTANCE OF 40.91 FEET TO THE POINT OF BEGINNING.

CONTAINING: 50,499 SQUARE FEET, OR 1,159 ACRES MORE OR LESS.