

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
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SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

**SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND
EASEMENTS FOR WESTLAKE RESIDENCES AND AMENDMENT TO BY-LAWS OF
WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.**

THIS SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES AND AMENDMENT TO BY-LAWS OF WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. (this "**Sixth 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**"), the Seminole Improvement District, and Sky Cove, LLC, a Florida not-for-profit corporation.

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, the Fourth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 30973, Page 438, and the Fifth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 31021, Page 953, 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. Section 12.1 of the By-Laws of Westlake Property Owners Association, Inc. ("**By-Laws**"), which By-Laws are attached as Exhibit 3 to the Original Declaration, provides that Minto, as Developer in control of the Board prior to the Turnover Date, has the right to amend the By-Laws upon approval of at least 60% of the Board.

G. Minto, as Developer, desires to amend the Original Declaration and the By-Laws as set forth in this Sixth 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 Sixth Amendment.

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

2. Conflicts. In the event that there is a conflict between this Sixth Amendment and the Original Declaration or the Amendments, this Sixth Amendment shall control. Whenever possible, this Sixth Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified by this Sixth 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 ~~Fifth~~ Sixth Amendment, together with all amendments and modifications thereof.

"Golf Cart" shall have the meaning set forth in Section 320.01(22), Florida Statutes.

"Low Speed Vehicle" shall have the meaning set forth in Section 320.01(41), Florida Statutes.

4. Golf Carts and Low Speed Vehicles. Section 14.5 of the Declaration is amended as follows (language that has a line through it has been deleted and language that is double underlined is new):

Golf eCarts and Low Speed Vehicles may be operated and used for transportation within the streets and roadways of the Community. Golf eCarts and Low Speed Vehicles may

only be driven by a licensed driver, and the gGolf eCart and Low Speed Vehicle and any driver of a gGolf eCart and Low Speed Vehicle must be insured at all times with a liability policy providing reasonable limits of liability for the operation and use of the Golf Cart or Low Speed Vehicle on private roadways, and such insurance policy must name the Association as an additional insured. Golf Carts and Low Speed Vehicles must be equipped with efficient brakes, reliable steering apparatus, safe tires, headlights, taillights, brake lights, a rearview mirror, and a muffler. All occupants of a Golf Cart and Low Speed Vehicle must have a designated seat; no person shall ride on the back of a Golf Cart or Low Speed Vehicle or stand on a Golf Cart or Low Speed Vehicle. Golf Carts and Low Speed Vehicles are prohibited from driving on any sidewalks within the Community. The Board shall have the right to prohibit or restrict the use Golf Carts and/or Low Speed Vehicles within certain areas of the Community. All Golf Cart and Low Speed Vehicle drivers shall comply with all traffic laws, including stopping at all stop signs, using appropriate directional signals, and yielding to vehicle traffic. Golf eCarts and Low Speed Vehicles may not be parked or stored within the driveway or outside of a Home; gGolf eCarts and Low Speed Vehicles must be parked within the garage of a Home while not in use. Outside of a Home, gGolf eCarts and Low Speed Vehicles may only be parked in designated parking areas. All Golf Carts and Low Speed Vehicles shall be registered with the Association, and the Association may require proof of insurance and the display of a registration sticker. The Association reserves the right to revoke Golf Cart and Low Speed Vehicle privileges with respect to any Owner or other person who violates any of the foregoing restrictions and/or requirements.

BY ACCEPTANCE OF A DEED TO A HOME EACH OWNER ACKNOWLEDGES THE DEVELOPER AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO SUCH OWNER, MEMBERS OF HIS OR HER FAMILY, GUESTS, INVITEES, TENANTS OR OCCUPANTS BECAUSE OF ANY DAMAGE OR INJURY CAUSED TO SUCH OWNER, HIS/HER/ITS FAMILY, GUESTS, INVITEES, TENANTS, OCCUPANTS LICENSEES, EMPLOYEES, AND AGENTS, OR TO PROPERTY OF OWNER, HIS OR HER FAMILY, GUESTS, INVITEES, TENANTS, OCCUPANTS, LICENSEES, EMPLOYERS, AND AGENTS FROM THE USE OF GOLF CARTS OR LOW SPEED VEHICLES WITHIN THE COMMUNITY. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH SUCH OWNER, HIS/HER/ITS FAMILY, GUESTS, INVITEES, TENANTS, OCCUPANTS, LICENSEES, EMPLOYEES, OR AGENTS MAY HAVE AGAINST THE DEVELOPER AND/OR THE ASSOCIATION ARISING OUT OF SUCH PERSONAL INJURY OR PROPERTY DAMAGE. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE/SHE/IT UNDERSTANDS AND APPRECIATES THE NATURE OF ALL RISKS BOTH APPARENT AND LATENT ASSOCIATED WITH LIVING WITHIN THE COMMUNITY AS IT RELATES TO THE USE OF GOLF CARTS AND LOW SPEED VEHICLES AND EXPRESSLY ASSUMES THE RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY OCCUR IN CONNECTION WITH SUCH RISKS.

5. Drones and other Powered Aerial Vehicles and Unmanned Aircraft. The following Section 14.9 is added to the Original Declaration (language that has a line through it has been deleted and language that is double underlined is new):

14.9. Drones and other Powered Aerial Vehicles and Unmanned Aircraft. Any powered, unmanned, aerial vehicle that (a) uses aerodynamic forces to provide lift, (b) can fly autonomously or be piloted remotely, and (c) is designed to be recoverable or expendable (“Drone”) shall not be permitted to be flown within Westlake Residences unless such Drone is (i) registered with the Federal Aviation Administration (“FAA”) if and to the extent required, (ii) is operated by an individual duly licensed by the FAA if and to the extent required, (iii) is only flown and utilized in accordance with FAA and other applicable federal and state governmental regulations and requirements, (iv) is used for recreational purposes, (v) is flown in a manner not to interfere with an Owner’s reasonable expectation of privacy with respect to such Owner’s property, (vi) is not utilized in any manner to spy or otherwise view into the Home, Lot or Parcel of another Owner, (vii) is not utilized to harass any person with respect to private property or the Common Areas, and (viii) is utilized in a manner not to cause injury or damage to persons or property. The operator of any Drone shall be solely responsible for any injury or damage to person or property which is caused by or results from the use of such Drone. In no manner shall the Association be deemed a guarantor or protector of any person’s right to privacy with respect to Drones flown within Westlake Residences or otherwise.

6. Deficit Funding. Section 17.8.1 of the Declaration is amended as follows (language that has a line through it has been deleted and language that is double underlined is new):

Except as may be otherwise provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to either (i) fund the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes, Lots or Parcels owned by Developer. The calculation of Developer’s deficit funding obligation shall be done on a cumulative basis, i.e. from the inception of the election to fund the deficit until Developer’s election to ceasing funding the deficit, although Developer will fund the Association so that the Association can meet its cash flow obligations as they arise during the deficit funding period. In the event Developer, in its sole discretion, elects to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funding by Developer, such funds shall be considered a loan to the Association to be paid back to Developer by the Association. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to and including the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Except as may otherwise be provided by applicable law, Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes, Lots or Parcels owned by Developer, or (ii) pay Special Assessments, management fees or Reserves (even though Owners other than Developer

may be required to make such contributions). Deficit funding by the Developer is not a guarantee of Assessments as provided in Section 17.8.2 below and §720.308, Florida Statutes.

7. Reserves. Section 17.10.4 of the Declaration is amended as follows (language that has a line through it has been deleted and language that is double underlined is new):

If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of a majority of the total voting interests of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent of a majority of all voting interests of Association or, if Reserves relate only to a specific Neighborhood, such Reserves may be established upon the affirmative vote of a majority of the total voting interests of the Neighborhood at a duly noticed meeting at which a quorum of Owners from the Neighborhood are present or upon written consent of a majority of all voting interests of the Neighborhood. Such approval of Reserves must state that Reserves shall be provided for in the budget of Association and must designate the components for which reserve accounts are to be established. Upon such approval of Association, approved Reserves shall be included in the budget for the next fiscal year and thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes. Once established by Association, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. The annual amount to be collected for Reserves need not be for one hundred percent (100%) of the budgeted annual repair or replacement cost but may be for a lower amount as approved by a majority of voting interests of the Association. The Board may determine to pool Reserves.

8. By-Laws. Pursuant to Section 12.1 of the By-Laws, Developer amends the By-Laws, and Pursuant to Section 12.2 of the By-Laws, the Board approved the amendment to the By-Laws of the Association, and a certificate complying with Section 12.4 of the By-Laws is attached to this Sixth Amendment.

7.1 The following Section 5.24 is added to the By-Laws of the Association (language that has a line through it has been deleted and language that is double underlined is new):

5.24 At any time that it is necessary to protect the health, safety or welfare of Owners and residents, in addition to the emergency powers set forth in Section 720.316, Florida Statutes (if and as applicable), the Association has the power and authority to do the following to the extent not prohibited by Florida law:

5.24.1 Restrict access, reduce open hours, and/or close on a temporary basis any Common Areas and Common Area facilities including, without limitation, parks, clubhouse, pool, gym and fitness center, provided, however, any such restriction or closure shall not impair Owners' access to Homes. Restricting access includes the authority to limit the number of persons who can use the Common Areas and Common Area facilities at any one time.

5.24.2 Schedule, cancel, postpone and reschedule any Association or committee meeting, notwithstanding any requirement set forth in the Association Documents to hold any meeting at any specific time or during any specific time period.

5.24.3 Hold any Association meeting remotely by teleconference, video conference, online video streaming, or other electronic media platform, including any annual meeting of the Association and holding elections. Quorum requirements for any such meetings may be attained through the mailing of proxies and ballots.

5.24.4 Cancel or postpone any scheduled community events.

5.24.5 Restrict access, reduce open hours, and/or close any on-site management office.

5.24.6 Provide and/or arrange for enhanced cleaning services and cleaning products available for use at the Common Areas and any Common Area facilities.

5.24.7 Restrict and/or limit guest and visitor access to the Community including the Common Areas; provided, however, such restrictions or limitations may not prevent caregivers or health care workers from visiting residents, nor may such restrictions or limitations prohibit delivery of essential goods and services to Owners and residents.

5.24.8 Prohibit large gatherings in any Home.

5.24.9 Shut down or shut off utilities serving the Common Areas including, without limitation, water, sewer, electricity, and gas.

5.24.10 Discontinue security services, if any.

5.24.11 Discontinue any non-essential services including, without limitation, landscape maintenance, and pool cleaning and maintenance.

5.24.12 Hire and retain third-party service providers reasonably necessary to respond to the emergency and/or provide services to Owners.

5.24.13 Authorize the emergency expenditure of Association funds reasonably necessary to provide services and respond to the emergency.

5.24.14 Establish an emergency action team, the role of which is to coordinate an appropriate response to the emergency.

7.2 The following Section 19 is added to the By-Laws of the Association, and the By-Laws attached as Exhibit 3 of the Original Declaration are amended to include the following provisions (language that has a line through it has been deleted and language that is double underlined is new):

19. Electronic Transmission and Attendance.

19.1 Whenever these By-Laws, the Articles or the Declaration require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims. "Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Notwithstanding anything to the contrary herein, Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

19.2 Wherever these By-Laws require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

9. **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, (b) Exhibit A of the Amendments, 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.

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

10. Covenant. This Sixth Amendment shall be a covenant running with the land.

11th IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this day of September, 2020.

WITNESSES:

Print Name: M. La. Skypny

Print Name: Leatani Gievers

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

MINTO PBLH, LLC, a Florida limited liability company

By: _____

Name: John F. Carter

Title: Vice Pres. of Minto

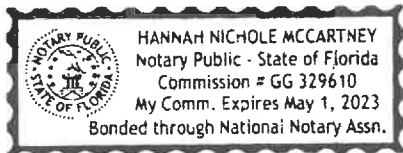


The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of September, 2020 by John Carter as Vice President of MINTO PBLH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name: Hannah M. McCartney



JOINDER

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11th day of September, 2020.

WITNESSES:

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

Print Name:

Mike Chupry

Print Name:

Leolani Grevers

By:

Name:

Title:

John Carter
President

STATE OF FLORIDA)

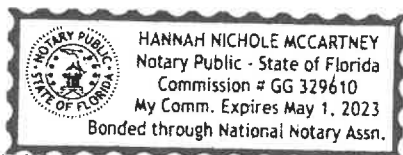
) SS.:

COUNTY OF Palm Beach)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of September, 2019 by John Carter, as President of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:



Hannah McCartney
NOTARY PUBLIC, State of Florida

Print Name

Hannah McCartney

JOINDER

SEMINOLE IMPROVEMENT DISTRICT

Seminole Improvement District (the "**District**"), as owners of certain property within Westlake Residences, does hereby join in the Sixth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences and Amendment to By-Laws of Westlake Residences Master Homeowners Association, Inc. ("**Sixth 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 Sixth Amendment, as the District has no right to approve the Sixth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14 day of September, 2020.

WITNESSES:

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

Print Name: Terry E. Lewis

Print Name: SETH BERN

By: Scott Massey

Name: Scott Massey

Title: Chairman, Board of Supervisors

Date: 9/14/2020

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of September, 2020 by SCOTT MASSEY as Chairman of the Board of Supervisors of SEMINOLE IMPROVEMENT DISTRICT, an independent special purpose unit of local government, on behalf of the District, who is personally known to me or who produced _____ as identification.

My commission expires:



Kenneth G. Cassel
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG169737
Expires 2/15/2022

NOTARY PUBLIC, State of Florida

Print Name Kenneth G. Cassel

JOINDER

SKY COVE, LLC

Sky Cove, LLC, a Florida limited liability company ("Sky Cove"), as owner of a portion of the Additional Property, does hereby join in the Sixth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences and Amendment to By-Laws of Westlake Residences Master Homeowners Association, Inc. ("Sixth Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2020.

WITNESSES:

SKY COVE, LLC, a Florida limited liability company

Patricia L. Bourke
Print Name: PATRICIA L. BOURKE

By: [Signature]
Name: HARRY POSIN
Title: PRESIDENT
Date: 10/15/20

Richard Decker
Print Name: Richard Decker

STATE OF FLORIDA)
COUNTY OF PAUM BEACH) SS.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of OCTOBER, 2020 by HARRY POSIN as PRESIDENT of SKY COVE, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print Name MARIANA MARTINEZ

Certificate

The undersigned, the duly appointed and acting President of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), does hereby certify pursuant to Section 12.4 of the By-Laws of the Association (the "By-Laws") that the amendments to the By-Laws of the Association which are contained in the Sixth Amendment to the Declaration of Restrictions, Covenants, and Easements for Westlake Residences and Amendment to By-Laws of Westlake Residences Master Homeowners Association, Inc. were duly adopted by the Board of the Association.

11th IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the day of September, 2020.

WITNESSES:

Print Name: _____

Mike Shuping

JOHN CARTER

Print Name: _____

Leolani Gevers

The undersigned, the Secretary of the Association, hereby certifies that JOHN CARTER is the President of the Association and that he has the authority to execute this document.

WITNESSES:

Print Name: _____

Mike Shuping

LEOLANI GEVERS, Secretary of Association

Print Name: _____

STATE OF FLORIDA)

) SS.:

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of September, 2020, by LEOLANI GEVERS, as Secretary of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

My commission expires: _____

Hannah M'Cartney
NOTARY PUBLIC, State of Florida

Print Name: Hannah M'Cartney

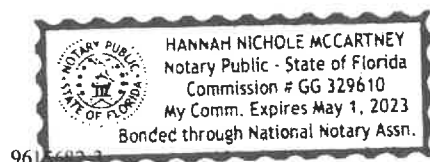


EXHIBIT A

ADDITIONAL PROPERTY

All of the Meadows of Westlake – Phase II, according to the Plat thereof, recorded in Plat Book 129, Pages 97 through 106 of the Public Records of Palm Beach County, Florida

and

All of the Plat of Sky Cove – Phase 1 B, according to the Plat thereof, recorded in Plat Book 130, Pages 162 through 167 of the Public Records of Palm Beach County, Florida