

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

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FORT LAUDERDALE, FLORIDA 33301

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

THIS NINTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this "**Ninth 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 South, LLC, a Florida limited liability company.

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, the Fifth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 31021, Page 953, the Sixth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 31823, Page 1183, the Seventh Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32314, Page 1975, and the Eighth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32307, Page 1538, 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 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 Ninth 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 Ninth Amendment.

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

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

4. Parking. The following Section 14.10 is added to the Original Declaration (language that has a line through it has been deleted and language that is double underlined is new):

14.10 Parking.

14.10.1 Subject to applicable laws and ordinances, on-street parking on the roads and streets within Westlake Residences is permitted; provided, however, (i) no vehicle parked on the roads and streets within Westlake Residences shall block access to any driveway of or providing access to a Home; (ii) no vehicle parked on the roads and streets within Westlake Residences shall block access to any fire hydrant or mailbox; and (iii) delivery vehicles, lawn maintenance vehicles and other service vehicles are prohibited from parking on the roads and streets within Westlake Residences except for the such period of time as is reasonably necessary to provide the service or make delivery. If there is a roadside shoulder, vehicles must park as far onto such shoulder as possible, and if there is a curb, vehicles must not park more than one foot (1') away from the curb. All vehicles parked on the roads and streets within Westlake Residences shall be parked facing the way of travel. Notwithstanding the foregoing, two (2) or more

vehicles may not park across from and parallel to each other on opposite sides of the roadway in a manner that blocks traffic flow.

14.10.2 Neighborhood Associations shall be responsible for ensuring that all on-street parking within its applicable Neighborhood is in compliance with applicable laws and ordinances. Neighborhood Associations may promulgate reasonable rules regulating and/or restricting on-street parking within its applicable Neighborhood which the Neighborhood Association deems necessary or desirable. Subject to applicable laws and ordinances, any vehicle parked in violation of the restrictions set forth in Section 14.10.1, in any Neighborhood Declaration, in any Rules and Regulations now or hereafter adopted by Association, or in rules and regulations now or hereafter adopted by a Neighborhood Association may be towed by the Neighborhood Association at the sole cost and expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Neither Association nor any Neighborhood Association shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting the notice of violation stating that it was properly posted shall be conclusive evidence of proper posting.

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

15th IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this day of June, 2021.

WITNESSES:

MINTO PBLH, LLC, a Florida limited liability company

Print Name: Mike Shupay

By: [Signature]

Name: John F. Carter

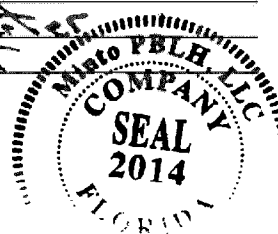
Print Name: Leolani Guevers

Title: Vice President

STATE OF FLORIDA)

) SS.:

COUNTY OF Palm Beach)

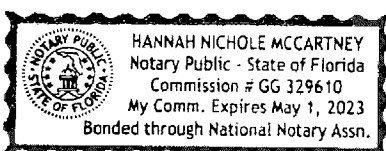


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of June, 2021 by John Carter as Vice President of MINTO PBLH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of June, 2021

WITNESSES:

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

Print Name: Mike Shuping

Print Name: Ledani Givers

By: [Signature]

Name: Solan F. Carter

Title: President

STATE OF FLORIDA)

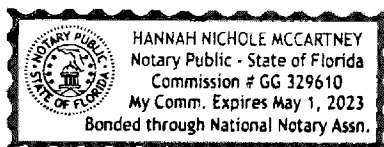
) SS.:

COUNTY OF Palm Beach)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of June, 2021 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 Ninth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences ("**Ninth 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 Ninth Amendment, as the District has no right to approve the Ninth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13 day of September, 2021.

WITNESSES:

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

Print Name: RYAN WHEELER

By: [Signature]

[Signature]
Print Name: Hannah M. Carmichael

Name: Scott Massey

Title: Chairman, Board of Supervisors

Date: _____

STATE OF FLORIDA)

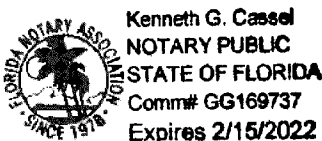
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SS.

COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 13 day of September, 2021 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:



[Signature]
NOTARY PUBLIC, State of Florida

Print Name Kenneth G. Cassel