

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
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SUITE 1500
FORT LAUDERDALE, FLORIDA 33301

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

THIS ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this “**Eleventh 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, and the Seventh Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32314, Page 1975, the Eighth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32307, Page 1538, the Ninth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32280, Page 1823, and the Tenth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 32280, Page 1828, 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 Eleventh 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 Eleventh Amendment.

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

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

4. Initial Contribution. Section 17.25 of the Original Declaration, as added by the Tenth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences, is revised as follows (language that has a line through it has been deleted and language that is double underlined is new):

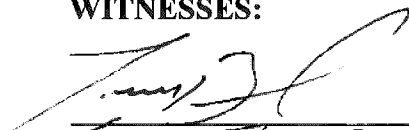
17.25 Initial Contribution. The first purchaser of each Lot, Home, or Parcel at the time of closing of the conveyance from Developer or a Builder to the purchaser shall pay to the Association an initial working fund contribution in the amount equal to \$500.00 (“Initial Contribution”). The amount of the Initial Contribution is subject to change at the Board’s Discretion. The funds derived from the Initial Contributions shall be used at the discretion of the Association for any purpose including, but not limited to, future and existing capital improvements, Operating Expenses, support costs and start-up costs, unforeseen expenditures, to acquire additional equipment and services deemed necessary or desirable by the Board, and to offset Operating Expenses and fund the Deficit prior to and after the Turnover Date. Amounts paid for the Initial Contribution are not to be considered an advance payment of Assessments and shall have no

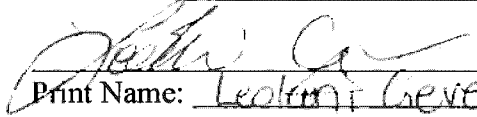
effect on future Installment Assessments, nor will they be held in reserve; provided, Developer may move the Initial Contributions into a reserve account on the Turnover Date. The Initial Contribution shall not be due upon the sale of a Parcel, Lot or Home from Developer to a Builder, and a Builder shall be obligated to collect and pay the Initial Contribution upon the Builder's subsequent sale of a Parcel, Lot or Home to an end purchaser. ~~Association may waive this requirement for some Parcels, Lots, and Homes if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Parcel, Lot, and Home to an end purchaser.~~

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 14 day of March, 2022.

WITNESSES:


Print Name: Lane Bens


Print Name: Leonard Gevers

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

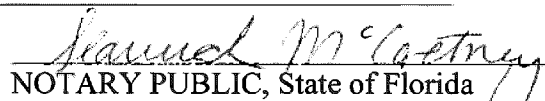
MINTO PBLH, LLC, a Florida limited liability company

By: 
Name: John F. Carter
Title: Senior Vice President

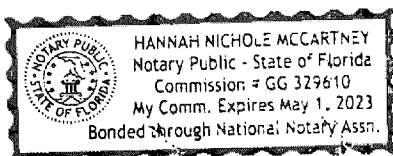


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of March, 2022 by John Carter as Senior Vice President of MINTO PBLH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:


NOTARY PUBLIC, State of Florida

Print Name: Hannah M'Cartney



JOINDER

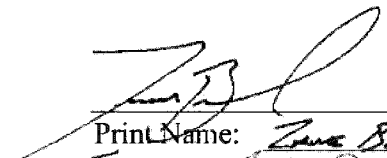
WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of March, 2022.

WITNESSES:

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


Print Name: Jane Bean


Print Name: Leotani Grevers

By: 
Name: John F. Carter
Title: President

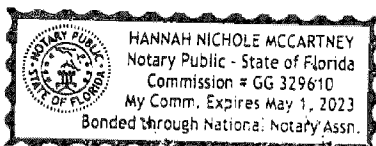


{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF palm beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of March, 2022 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:




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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29 day of March, 2022.

WITNESSES:

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

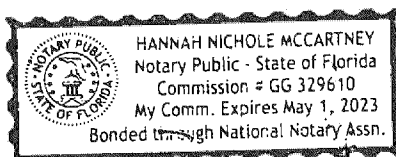
Leolani C. Gervais
Print Name: Leolani C. Gervais
[Signature]
Print Name: [Signature]

By: [Signature]
Name: Scott Massey
Title: Chairman, Board of Supervisors
Date: 3/29/22

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of March, 2022 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:



Hannah M. McCartney
NOTARY PUBLIC, State of Florida
Print Name Hannah M. McCartney