

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

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

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

THIS TENTH AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR WESTLAKE RESIDENCES (this “**Tenth 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, and the Ninth Amendment to Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded or to be recorded in the Official Records, 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 Tenth 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 Tenth Amendment.

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

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

"Initial Contribution" shall have the meaning set forth in Section 17.25 of the Declaration.

"Deficit" shall mean the difference between Operating Expenses incurred by the Association and income of the Association collected from Assessments and any other income of the Association.

"Resale Contribution" shall have the meaning set forth in Section 17.26 of the Declaration.

4. **Initial Contribution.** The following is added as Section 17.25 of the Original Declaration (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 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. 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. **Resale Contribution.** The following is added as Section 17.26 of the Original Declaration (language that has a line through it has been deleted and language that is double underlined is new):

17.26 Resale Contribution. After a Home has been conveyed by the Developer or a Builder to an Owner, there shall be a recurring payment payable to the Association upon all succeeding conveyances of a Home as provided in this Section 17.26. After the initial conveyance of a Home by Developer or a Builder to an Owner, upon each subsequent conveyance of each Home to any person or entity other than (i) Developer or any of its affiliates, (ii) a Builder, or (iii) a Lender acquiring title by foreclosure or by deed in lieu of foreclosure, each purchasing Owner shall pay to the Association a one-time, non-refundable sum as a resale contribution ("Resale Contribution") equal to \$500.00, or such other amount as approved by the Board. The Resale Contribution shall not be applicable to conveyances from the Developer or Builders. The Resale Contribution shall not 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 Resale Contributions into a reserve account on the Turnover Date. The Resale Contributions shall be placed in a working capital fund so that the Association will have funds available to meet unforeseen expenditures (including, but not limited to those resulting from shortfalls in operating revenues as a result of uncollected Assessments or otherwise), for capital improvements, to fund the Deficit, or to acquire additional equipment or services for the benefit of Owners.

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

9th IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this
day of September, 2021.

WITNESSES:

MINTO PBLH, LLC, a Florida limited liability
company

[Signature]
Print Name: Ledani Grevers

By: [Signature]

Name: John F. Carter

[Signature]
Print Name: Pina Todd Sanchez

Title: Vice President

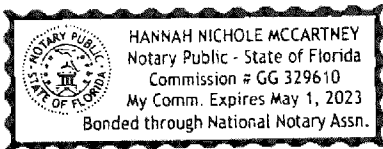
STATE OF FLORIDA)
) SS.:
COUNTY OF Palm Beach)

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

[Signature]
NOTARY PUBLIC, State of Florida

Print Name: Hannah McCartney



JOINDER

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

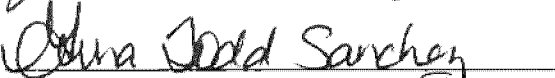
Westlake Residences Master Homeowners Association, Inc. ("**Association**") does hereby join in the Tenth Amendment to the Declaration of Restrictions, Covenants and Easements for Westlake Residences (the "**Tenth Amendment**") to which this Joinder is attached, and the terms thereof are and shall be 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 Tenth Amendment, as Association has no right to approve the Tenth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9th day of September 2021.

WITNESSES:

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


Print Name: Leolani Greaves


Print Name: Anna Todd Sanchez


By: _____
Name: John F. Carter
Title: President

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

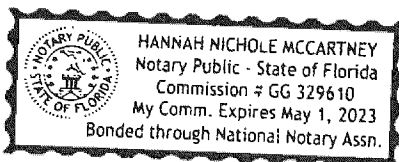


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of September, 2021 by John Carter, as President of Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:


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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9th day of September, 2021.

WITNESSES:

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

Print Name: Leolapt Crevers

By: Scott Massey

Print Name: Hannah M. Carmey

Name: Scott Massey
Title: Chairman, Board of Supervisors
Date: _____

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 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:



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

Kenneth G. Cassel
NOTARY PUBLIC, State of Florida
Print Name Kenneth G. Cassel