

This instrument was prepared by and after recording return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, Florida 34108
(239) 596-8400

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WINDSOR PARK AND ARTICLES OF INCORPORATION AND
BY-LAWS FOR WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is executed by **DIVOSTA HOMES, L.P.**, a Delaware limited partnership (the "Developer") and **WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.** ("Association"). On December 14, 2009, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Windsor Park in Official Records Book 23593, at Page 1287, et. seq. of the Public Records of Palm Beach County, Florida (the "Declaration").

NOW THEREFORE, pursuant to the reserved rights set forth in Article XVIII, Section 1 of the Declaration and Article VI(A)(6) of the Bylaws, the Developer hereby amends the Declaration and Bylaws as set forth in Exhibit "A" attached hereto; and pursuant to Article XI, Section 2 of the Articles of Incorporation, the Board of Directors of the Association, at its duly noticed meeting held on March 29, 2017, approved the amendment to the Articles of Incorporation set forth in Exhibit "A" hereto.

IN WITNESS WHEREOF, the Developer has executed this Amendment effective as of the day and year written below

Witnesses:

DIVOSTA HOMES, L.P., a Delaware limited partnership

By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its general partner

By: [Signature]
Anthony J. Palumbo, III
Its: Director-Land Development and Acquisition
Southeast Florida Division

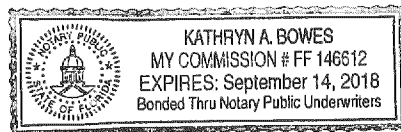
Witness Name: Tammy Rodas

Witness Name: KATHRYN BOWES

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of March, 2017, by Anthony J. Palumbo, III, as Director-Land Development and Acquisition, Southeast Florida Division, of DiVosta Homes Holdings, LLC, the general partner of DiVosta Homes, L.P., a Delaware limited partnership. He is personally known to me.

[Signature]
NOTARY PUBLIC
Name: KATHRYN A BOWES
(type or print)
My Commission Expires: 9-14-18



(SEAL)

CONSENT AND JOINDER

ABACOA PROPERTY OWNERS' ASSEMBLY, INC.

ABACOA PROPERTY OWNERS' ASSEMBLY, INC., does hereby consent to and join in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of Abacoa Property Owners' Assembly, Inc.

In the Presence of:

ABACOA PROPERTY OWNERS'
ASSEMBLY, INC.

(seal)

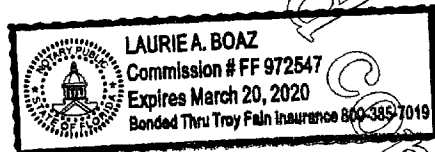
Kassie Saroop
Printed name: Kassie Saroop

By: [Signature]
Print Name: TRAVIS CHAPIN
Its: President

[Signature]
Printed name: Tere muniz

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24 day of March, 2017,
by TRAVIS CHAPIN, as President of Abacoa Property Owners' Assembly, Inc.
He/She is (☒) personally known to me or produced _____ as
identification.



Laurie A. Boaz
Notary Public, State of Florida
Print Name Laurie A. Boaz
Serial No. FF 972547
My Commission Expires: March 20, 2020

IN WITNESS WHEREOF, the Association has executed this Amendment effective as of the day and year written below.

Witnesses:

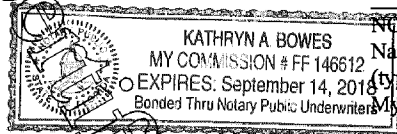
WINDSOR PARK ABACOA HOMEOWNERS
ASSOCIATION, INC., a Florida corporation not for
profit

By: David Kanarek
David Kanarek
Its: President

Witness Name: Tammy Robbins
Witness Name: Kathryn Bowes

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of March 2017, by David Kanarek, as President of Windsor Park Abacoa Homeowners Association, Inc., a Florida corporation not for profit. He is personally known to me.



Kathryn A. Bowes
NOTARY PUBLIC
Name: KATHRYN A BOWES
(type or print)
My Commission Expires: 9-14-18

(SEAL)

EXHIBIT "A"

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

Article V, Section 2(B)(ii) of the Declaration is amended as follows:

B. Business Use.

[i. not amended]

ii. Developer intends for "Attached Single Family Homes" to be NCL Units; provided, however, Developer may specifically designate any Units as "Neighborhood Commercial, Limited" ("NCL Units") which may be used in accordance with the Municipality's Mixed Use Development Model Ordinance, as amended. The commercial uses permitted to occur in the NCL Units, and those uses which may be permitted as a special exception in the NCL Units, are any permitted commercial uses allowed by the Municipality. Provided, however, that no realty sales office will be located in any Unit in Windsor Park, including, without limitation, the NCL Units, excepting Abacoa Realty, Inc., its successors and assigns. The first floor "flex space" of the NCL Units (including, without limitation, the garages) shall be used in a residential and/or limited commercial capacity in accordance with the ordinances and regulations of the Municipality. For example, the Owner of a NCL Unit may use or lease a portion of the flex space for commercial purposes and the remaining portion as a "mother in law" suite. Alternatively, the Owner of a NCL Unit may use or lease a portion of the flex space for commercial purposes; and another portion as a "mother in law" suite or and the remaining portion as an apartment held out for lease. The preceding two sentences are solely non-exclusive examples included to illustrate the intent of this amendment. Notwithstanding the foregoing: (a) if the flex space is used for commercial purposes, at least one (1) of the persons who works in the flex space must reside full time in the NCL Unit; (b) the Owner of adjacent Lots upon which the Developer constructs and conveys one (1) NCL Unit may convert only two (2) of the four (4) garage spaces to non-garage uses; and (c) the Owner of one (1) Lot upon which the Developer has constructed one (1) NCL Unit may convert only one (1) of the two (2) garage spaces to non-garage uses. The second floor of the NCL Units, and their respective lot areas may not be used in a commercial capacity. The intent of this Article V, Section 2(B)(ii) is that not more than one (1) Single Family may occupy the second floor of a NCL Unit for residential purposes and not more than one (1) Single Family may occupy the first floor flex space for residential purposes.

Article V, Section 2 (P) of the Declaration is amended as follows:

P. Lighting. ~~Except for seasonal Christmas decorative lights, which may be displayed between the day after Thanksgiving and January 10 only, a~~ All exterior lights must be approved by the ACC, except for holiday lights that are permitted by the Rules and Regulations adopted by the Board of Directors.

Article V, Section 2 (Q) of the Declaration is amended as follows:

Q. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Notwithstanding the foregoing, artificial turf may be installed in the rear yard of a Lot (when the rear of the Lot is enclosed by a fence) and only with the prior written consent of the ACC. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. The display of one (1) United States flag shall be permitted, subject, however, to the reasonable standards of the Association with respect to size, placement, and safety.

Article V, Section 2(X) of the Declaration is amended as follows:

X. Windsor Park Documents Rules and Regulations. The Owners shall abide by the Rules and

Regulations each and every rule and regulation promulgated from time to time by the Board, this Declaration, the Articles of Incorporation and By-Laws (collectively, the "Windsor Park Documents"). The Board shall give any person Owner in violation of the Windsor Park Documents Rules and Regulations of the Association, written notice of the violation by U.S. Certified Mail, return receipt requested, and a reasonable opportunity fifteen (15) days in which to cure the violation under the circumstances, provided that prior notice shall not be required in the event of an emergency. Should the Association be required to seek enforcement of any provision of the Windsor Park Documents this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his Single Family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise. Procedures for the levying of fines and suspension of use right to the Common Area and facilities and voting rights are set forth in the By-Laws.

Article IX, Section 2(E) of the Declaration is amended as follows:

E. Working Fund Contribution. Each Owner who purchases a Unit shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be equal to two (2) month's share of Assessments pursuant to the initial Budget of the Association (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget of the Association in effect at the time of the Unit's closing.) The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Assessments and shall have no effect on future Assessments, nor are they required to be held in reserve. Working Fund Contributions may be used to offset Association Expenses. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Association Expenses and other expenses, Developer may from time to time advance to the Association the Working Fund Contribution applicable to any Unit prior to the time legal title to such Unit is conveyed to the Owner(s) thereof. In the event Developer advances the Working Fund Contribution applicable to any Unit, then, at the time legal title to such Unit is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this section shall be paid directly to Developer in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Developer) may also be used to offset Association Expenses. Before making any expenditure from the Working Fund of \$25,000.00 or more, the Association must obtain the approval of a majority of the Board and 20% of the Members who vote (in person or by proxy) at a Members' meeting at which a quorum is established.

Article VIII, Section 2 of the Articles of Incorporation is deleted in its entirety and replaced with the following:

2. Terms of Directors. On the Transfer Date, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate(s) shall serve and for what terms. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms.

Notwithstanding the foregoing, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in all phases of Windsor Park. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled.

Article III, Sections 1(A) and 2 of the By-Laws are deleted in their entirety and replaced with the following:

1. Composition and Selection.

A. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Each Director shall have one (1) vote. Except with respect to Directors appointed by the Developer, all Directors shall be Members or spouses of Members. However, if a Unit is owned by a corporation, partnership, limited liability company, trust, or other entity other than a natural person, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, By-Laws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors' action.

[B. not amended]

2. Nomination and Election of Directors. Directors shall be elected by secret ballot (using a double envelope system). Prior to any election, the Association shall solicit candidates and any eligible person may place his or her name in nomination, in accordance with those procedures established by the Board of Directors. If the number of candidates exceeds the number of seats to be filled, an election shall be required. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the property address for the Unit for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Unit, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. A nominating committee and nominations from the floor are prohibited. If more than one (1) ballot is submitted for a Unit, the ballots for that Unit shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a plurality of the votes cast by

eligible voters. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. All nominees and candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Article III, Section 11 of the By-Laws is deleted in its entirety and replaced with the following:

As set forth in Chapter 720, Florida Statutes ("Act"), each Member and the Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Windsor Park Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Windsor Park Documents may be brought by the Association or by any Member against:

- (1) The Association;
- (2) A Member;
- (3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Windsor Park Documents; and
- (4) Any tenants, guests, or invitees occupying a Lot or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

The Association may elect to enforce any provision of the Windsor Park Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations).

(A) The Association may levy reasonable fines against any Member or any Member's tenant, guest or invitee for the failure of the Owner of a Lot or its occupant, licensee, or invitee to comply with any provision of the Windsor Park Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Lot unless permitted by the Act.

(B) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Lot or its occupant, licensee or invitee to comply with any provision of the Windsor Park Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Lot. A suspension may not prohibit the right of an Owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if Windsor Park is gated) and require that the Owner, his family members, tenants and guests gain entry to Windsor Park through a guest entrance.

(C) A fine or suspension pursuant to (A) and (B) above may not be imposed by the Board of Directors without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve the fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.

(D) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use the Common Area and facilities until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Lot from having

vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The Association may deactivate an Owner's gate transponder or other entry mechanism (if Windsor Park is gated) and require that the Owner, his family members, tenants and guests gain entry to Windsor Park through a guest entrance. The notice and hearing requirements under subsection (C) above do not apply to a suspension imposed under this subsection (D).

(E) The Association may suspend the voting rights of a Lot or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Act or pursuant to the Windsor Park Documents. The notice and hearing requirements under subsection (C) above do not apply to a suspension imposed under this subsection (E).

(F) All suspensions imposed pursuant to subsections (D) and (E) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Lot's occupant, licensee or invitee by mail or hand-delivery.

(G) The suspensions permitted by subsections (B), (D) and (E) above apply to a Member and, when appropriate, the Member's tenants, guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by such Member.