



This instrument was prepared by and after recording return to:  
 Steven M. Falk, Esq.  
 Rootzel & Andress, LPA  
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\_\_\_\_\_ (space above this line for recording data) \_\_\_\_\_

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR PARK**

THIS AMENDMENT is executed by **DIVOSTA HOMES, L.P.**, a Delaware limited partnership (the "Developer"). 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"). In Article XVIII, Section 1 of the Declaration, the Developer reserved the right to amend said instrument. NOW THEREFORE, pursuant to the reserved rights recited above, the Developer hereby amends the Declaration as set forth in Exhibit "A" hereto.

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

Signed, sealed and delivered  
 in the presence of:

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

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

Witness Name: David Achee

By:   
 Chris Hasty  
 Its: Vice President-Land Development and Acquisition  
 South Florida Division

Witness Name: KATHRYN A. BOWES

STATE OF FLORIDA  
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of November, 2015, by Chris Hasty, as Vice President-Land Development and Acquisition, South Florida Division, on behalf of DiVosta Homes Holdings, LLC the general partner of DiVosta Homes, L.P., a Delaware limited partnership, on behalf of said limited liability company and limited partnership. He is personally known to me.



NOTARY PUBLIC  
 Name: KATHRYN A BOWES  
 (type or print)  
 My Commission Expires: 9-14-2018

(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)

Kami Danvers  
Printed name: Kassie Saroop

By: [Signature]  
Scott Hedge  
Its: President

[Signature]  
Printed name: Tere Muniz

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 12 day of November, 2015, by Scott Hedge, as President of Abacoa Property Owners' Assembly, Inc. He is (  ) personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Print Name Lori Gigante  
Serial No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



This is Not a Certified Copy

EXHIBIT "A"

Additional language reflected by underlining.

Article XII, Section 10 is created to read as follows:

ARTICLE XII

ARCHITECTURAL CONTROL

[Sections 1 through 9 not amended]

10. Architectural Control Prior to Transfer Date. Notwithstanding anything to the contrary set forth in this Declaration, the Articles, Bylaws, Rules and Regulations and any Association architectural control criteria (collectively, the "Windsor Park Documents"), prior to the Transfer Date, the Developer shall have the exclusive right to exercise architectural control, subject to such additional requirements set forth in the Abacoa Declaration, Abacoa Articles, Abaco Bylaws and any rules and regulations adopted by the Abacoa POA. The Developer shall have the authority to process applications in its sole discretion, but may choose to rely upon and enforce the architectural control procedures, criteria and restrictions set forth in the Windsor Park Documents. The Developer may cause the Association to enforce architectural control decisions made by the Developer. Prior to the Transfer Date, the Developer may designate a third party with authority to process and approve architectural control applications. Notwithstanding the foregoing in this Section 10, all Owners and other Persons subject to the Windsor Park Documents shall remain bound by all of the restrictions set forth in this Article XII of this Declaration.