



CFN 20140437654
 OR BK 27182 PG 1796
 RECORDED 11/25/2014 14:15:39
 Palm Beach County, Florida
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 Pgs 1796 - 1798; (3pgs)

This instrument was prepared by
 and after recording return to:
 Steven M. Falk, Esq.
 Roetzel & Andress, LPA
 850 Park Shore Drive
 Naples, Florida 34103
 (239) 649-6200

This is a Certified Copy

_____ (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.

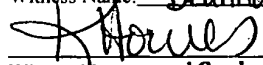
Signed, sealed and delivered
 in the presence of

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

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

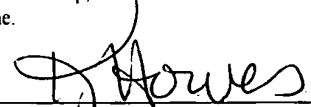
By: 
 Chris Hasty
 Its: Director-Land Development, South Florida Division


 Witness Name: Deanna Forsher


 Witness Name: Kimberly L. Howes

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of NOVEMBER 2014, by Chris Hasty, as Director-Land Development, 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: Kimberly L. Howes
 (type or print)
 My Commission Expires: _____



(SEAL)

EXHIBIT "A"

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

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

B. Business Use.

i. Except as otherwise provided below with respect to the NCL Units (as such term is defined in paragraph (ii) below), ~~t~~The Units shall be used for Single Family purposes. However, nothing herein shall be deemed to prevent any Owner from leasing a Unit to a Single Family or leasing some or all of the commercial portion of an NCL Unit to commercial lessees, subject to all of the terms, conditions and covenants contained in this Declaration.

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" living area 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, and are not intended to be used in a residential capacity. 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, another portion as a "mother in law" suite 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. No other portion of The second floor of the NCL Units, and of their respective lot areas may not be used in a commercial capacity.

Article XIX, Section 2 of the Declaration is amended as follows:

2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. Notwithstanding the foregoing, a portion or all of the commercial portions of a NCL Unit may be leased for a term of not less than twelve (12) months. Notwithstanding the "Single Family" restriction set forth in Article V, Section 2(B)(i), the Owner of a NCL Unit may rent the second floor to a Single Family, and a portion or all of the first floor flex space to another Single Family consisting of not more than two (2) persons. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

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.

Beth Kelso
Printed name: Beth Kelso

By: (seal)
Scott Hedge
Its: President

BARBARA BRETAN
Printed name: BARBARA BRETAN

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of October, 2014, by Scott Hedge, as President of Abacoa Property Owners' Assembly, Inc. He is personally known to me or produced _____ as identification.

BARBARA BRETAN
Notary Public, State of Florida
Print Name _____
Serial No. _____
My Commission Expires: _____



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