

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]
Its: Scott Hedge
President Travis Chapin

[Signature]
Printed name: TERE MUNIZ

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of December, 2015, by ^{TRAVIS} ~~Scott~~ Chapin ~~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: _____



EXHIBIT "A"

Additional language reflected by underlining.

Article IX, Section 2.G is created to read:

G. Notwithstanding anything to the contrary contained in this Declaration, at any time prior to the Transfer Date, Developer may elect, for each fiscal year, to: (a) pay Assessments on its Lots that are subject to this Declaration; or (b) not pay Assessments on its Lots that are subject to this Declaration and in lieu thereof, to pay the difference between (i) the Association's actual operating expenses incurred, including any assessments imposed by Abacoa POA (either paid or payable), but not any capital improvement costs, reserves, Special Assessments, Working Fund Contributions, capital contributions, charges, depreciation and amortization; and (ii) the amount of revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s)). The option described in (b) above shall be referred to herein as the "Developer Subsidy". Any surplus may either be paid to Developer after the conclusion of the fiscal year or carried forward to the next fiscal year. Any surplus remaining at the Transfer Date shall be paid to Developer.

Developer's election to choose the Developer Subsidy option may be evidenced by a notation in the Association's budget for the subsequent fiscal year or otherwise. If Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected the option chosen in the prior fiscal year unless it subsequently notifies the Association in writing that it wishes to use the alternate option with respect to its Lots. Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. Developer shall not be obligated to fund the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

The amount of Assessments that Developer shall be obligated to pay on a Lot that is subject to this Declaration (whether after the Transfer Date or if Developer has chosen option (a) above) shall be determined by whether such Lot is a Completed Lot or an Incomplete Lot, as described in Article IX, Section 2.A. above (i.e. 20:1).



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 29 DAY OF December, 2015

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK