

PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FOURTH AMENDMENT TO COMMUNITY DECLARATION
FOR WINDSOR ISLAND RESORT**

THIS FOURTH AMENDMENT TO COMMUNITY DECLARATION FOR WINDSOR ISLAND RESORT (this "**Fourth Amendment**") is made this 21 day of December, 2021, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida (the "**Declarant**") and joined in by WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

WITNESSETH:

WHEREAS, Declarant, with the joinder of the Association and Sunbeam, as required, entered into that certain Community Declaration for Windsor Island Resort recorded November 14, 2019 in Official Records Book 11040, Page 1813, as amended by that certain First Amendment to Community Declaration for Windsor Island Resort recorded February 19, 2020 in Official Records Book 11146, Page 651, Second Amendment to Community Declaration for Windsor Island Resort recorded August 20, 2020 in Official Records Book 11344, Page 289 and that certain Third Amendment to Community Declaration for Windsor Island Resort recorded September 25, 2020 in Official Records Book 11390, Page 531, and as amended and restated by that certain Amended and Restated Community Declaration for Windsor Island Resort recorded April 5, 2021 in Official Records Book 11651, Page 1165, all of the Public Records of Polk County, Florida, (collectively the "**Declaration**"), covering certain property located in Polk County, Florida; and

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to the "Turnover" (as defined in the Declaration) Declarant may amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it existed on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration; and

WHEREAS, the Turnover has not yet occurred; and

WHEREAS, the proposed amendments to the Declaration as set forth herein are not limited or prohibited by applicable law as it existed on the original date of recording of the Declaration or as otherwise expressly set forth in the Declaration; and

WHEREAS, there are certain Declarant installed or Owner installed, with ARC approval, fences, landscaping and/or other improvements on certain Lots that encroach upon some Community Wall/Fence Easement areas; and

WHEREAS, Declarant is desirous of executing and recording this Declaration for the purpose of amending Section 10.11 of the Declaration in order to (i) provide an easement for said fences, landscaping and/or other improvements that encroach upon some of the Community Wall/Fence Easement areas, and (ii) to allocate to Owner the responsibility of re-installing, repairing, and/or replacing fences, landscaping and/or other improvements that are damaged by the Association while conducting any maintenance, repair or replacement of any Community Walls/Fences, all as more particularly set forth herein below; and

WHEREAS, Declarant is also desirous of executing and recording this Declaration for the purpose of amending Section 11.2 of the Declaration in order to require that the Association's landscape maintenance contractor exclusively perform the maintenance for Owner Installed Landscaping, to contemplate Individual Assessments for Owner Installed Landscaping maintenance, and to incorporate other provisions related to the ARC approval of Owner Installed Landscaping, all as more particularly set forth herein below; and

WHEREAS, Declarant is also desirous of executing and recording this Declaration for the purpose of amending Section 12.4.1 of the Declaration in order to allows Guests, and only Guests, to park their vehicles in designated parking spaces within streets, private roadways or alleyways within WINDSOR ISLAND RESORT, all as more particularly set forth herein below.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Fourth Amendment, Declarant hereby amends the Declaration, and the Association joins in and consent to this Fourth Amendment, as follows:

1. **Recitals/Capitalized Terms**. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **Community Walls and Fences**. Section 10.11 of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

“ 10.11 **Community Walls and Fences**. The Declarant or CDD may install walls or fences, including a retaining wall, within any Common Area Tract, CDD Tract or any landscape, fence or wall easement (the “**Community Wall/Fence Easement**”) within or adjacent to WINDSOR ISLAND RESORT as set forth on the Plat or created pursuant to this Declaration or by separate easement instrument (the “**Community Walls/Fences**”). The Association or CDD, as applicable, at all times shall have the exclusive right to maintain, repair, replace any Community Walls/Fences within WINDSOR ISLAND RESORT, including Community Walls/Fences located on Lots; however, each Owner shall maintain the interior of any Community Walls/Fences or portion thereof located on or immediately adjacent to such Owner's Lot. If any fence, landscaping or other improvement (including pool decks and screened enclosures) installed by Declarant or installed by any Owner on a Lot encroaches upon a Community Wall/Fence Easement area, then an easement for such encroachment shall exist so long as the encroachment exists. In such event, the

Association, in conducting any maintenance, repair or replacement of any Community Walls/Fences, shall not be responsible for any damage to or removal of any fences, landscaping or other improvements (including pool decks and screened enclosures) installed by Declarant or installed by any Owner within a Community Wall/Fence Easement area. If the Association, in conducting any maintenance, repair or replacement of any Community Walls/Fence, causes any damage to or removal of any fences, landscaping or other improvements (including pool decks and screened enclosures) installed by Declarant or installed by any Owner within a Community Wall/Fence Easement, the Owner shall be solely responsible for the re-installation, repair, and/or replacement of such damaged or removed fences, landscaping or other improvements (including pool decks and screened enclosures). In such event, the Owner shall re-install, repair or replace the damaged or removed fences, landscaping or other improvements (including pool decks and screened enclosures) within the Community Wall/Fence Easement area(s) at their sole cost and expense. No Owner may install or permit to grow any trees, shrubs or landscaping other than sod on their Lot within any Community Wall/Fence Easement or within five (5) feet of any Community Walls/Fences without approval of the ARC pursuant to Section 19 below. The Association or CDD, as applicable, may perform (and is hereby granted an easement of ingress and egress and temporary construction over all Lots as reasonably necessary to perform) any such maintenance, repairs or replacement of the Community Walls/Fences. At the Board's discretion, the costs of such maintenance, repairs or replacement of Community Walls/Fences by the Association shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Community Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Owners shall provide prompt written notice to the Association or CDD, as applicable, in the event any portion of any Community Wall/Fence is damaged or destroyed by the action of such Owner, their Lessees or their respective Immediate Family Members, Guests and invitees, and shall promptly repair, replace and restore such Community Wall/Fence to its prior condition, failing which the Association may repair, replace or restore such Community Wall/Fence and all costs incurred by the Association in connection with same shall be an Individual Assessment against such Owner's Lot. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Community Walls/Fences, provided, however, that Declarant shall install, and the Association or CDD, as applicable, shall maintain, all Community Walls/Fences, buffer walls or retaining walls as required by the County or under any other permit, approval or agreement applicable to WINDSOR ISLAND RESORT."

3. **Landscape Maintenance.** Section 11.2 of the Declaration is hereby amended and restated as follows (Substantial rewording. See governing documents for current text.):

"11.2 **Owner Installed Landscaping.** No Owner or Lessee shall install any additional landscaping, including flowers, trees or shrubs, installed on any Lot after completion of initial construction on any Lot without approval of the ARC. Any such landscaping installed by an Owner (including prior Owners) on any Lot, excluding, however, Enclosure Landscaping, which shall be irrigated and maintained by the Owner pursuant to Section 10.3.1 above, (the "**Owner Installed Landscaping**"), regardless of whether such Owner Installed Landscaping is permitted pursuant to this Section 11.2, shall be maintained exclusively by the Association's landscape maintenance contractor. No Owner or Lessee shall maintain, trim, prune, fertilize, spray, replace, or in any other way maintain any Owner Installed Landscaping on their Lots and shall not engage or permit any party other than the Association's landscape maintenance contractor to conduct any such activities

or otherwise maintain any Owner Installed Landscaping on such Owner's Lot. All additional costs of maintaining any such Owner Installed Landscaping shall be an additional Individual Assessment against such Owner's Lot. Prior to requesting ARC approval for Owner Installed Landscaping, the Owner or Lessee shall obtain and deliver to the ARC the written approval of such Owner Installed Landscaping and the additional costs to be incurred in connection with same from the Association's landscape maintenance contractor. If the Association's landscape maintenance contractor does not approve such Owner Installed Landscaping, same may not be installed. The ARC may deny approval, condition its approval or limit locations for installation of any Owner Installed Landscaping in its sole discretion, and may deny installation of Owner Installed Landscaping if, in the ARC's sole judgment, it determines any such Owner Installed Landscaping shall interfere with or increase the cost of Townhome Maintenance or Lot Landscape and Irrigation Maintenance or other activities conducted by the Association on such Lot or interfere with the maintenance or operation of any portion of the SWMS located on or adjacent to such Lot. The ARC may deny approval of Owner Installed Landscaping even if the Association's landscape maintenance contractor has approved and agreed to maintain same. It is anticipated that no approvals will be granted for installation of Owner Installed Landscaping on any Townhome Lots. In addition, no Owner Installed Landscaping, including mulched areas, may be installed in any Landscape Tract, Landscape Easement, Access and Maintenance Easement, Drainage Swale Easement or Private Drainage Easement or on or in proximity to Lot lines or within or in proximity to drainage slopes and swales. The Association may also elect to discontinue irrigation and maintenance of Owner Installed Landscaping at any time in its sole discretion, at which point the Owner of the Lot shall thereafter be responsible for and permitted to maintain same. Any (i) Owner Installed Landscaping installed or maintained on any Lot and (ii) Association irrigation or maintenance of any Owner Installed Landscaping on any Lot shall be at such Lot Owner's sole expense and risk. The Association shall not be responsible for damage to, or obligated to replace any, Owner Installed Landscaping under any circumstances. Nothing herein shall be deemed to authorize the installation of Owner Installed Landscaping on any Lot without ARC approval of same, which can be withheld in the ARC's sole discretion. The additional costs of the Association's landscape maintenance contractor to maintain any Owner Installed Landscaping shall be an additional Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below."

4. **Parking**. Section 12.4.1 of the Declaration is hereby amended as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

"12.4.1 **Parking**. Owners', Lessees' and Immediate Family Members' vehicles shall not be parked in streets, private roadways or alleyways within WINDSOR ISLAND RESORT and shall only be parked in areas designated for parking vehicles in WINDSOR ISLAND RESORT or in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk; provided, however, that vehicles may be parked in designated parking spaces adjacent to the streets and private roadways within WINDSOR ISLAND RESORT (the "Street Parking Spaces"). Vehicles of Owners', Lessees' and Immediate Family Members' shall not be parked in any Street Parking Spaces designated as parking for Guests. Parking for Townhomes shall be provided through shared surface parking. The Board may adopt and amend from time to time Rules and Regulations limiting the total number of vehicles, including vehicles of Owners, Lessees and their respective Guests and invitees, allowed per Single Family Home or per Townhome within WINDSOR ISLAND RESORT at any one time, including, without limitation, requirements that all such vehicles be registered and/or display a parking pass confirming that such vehicle is permitted to



be parked within WINDSOR ISLAND RESORT. No vehicles shall be parked in any portion of a Lot other than the garage or driveway. No more than four (4) vehicles may be parked on any Single Family Lot at any one time and no more than two (2) vehicles may be parked in the driveway of any Single Family Lot at one time. Owners, Lessees and Immediate Family Members may have golf carts and motorcycles, but such golf carts and motorcycles must be parked within a garage. All parking within WINDSOR ISLAND RESORT shall be in accordance with Rules and Regulations adopted from time to time by the Board. The Board may, but shall not be obligated to, adopt Rules and Regulations limiting parking of vehicles in any parking areas designated for the Community Amenity to the time periods when the owners or operators of such vehicles are using the Community Amenity. All vehicles within WINDSOR ISLAND RESORT must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition. To the extent WINDSOR ISLAND RESORT has any guest parking, Owners, Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in WINDSOR ISLAND RESORT except during the period of a delivery. No parking of vehicles of any kind, including vehicles of visitors, guests or invitees, shall be permitted in streets or private roadways within WINDSOR ISLAND RESORT, except parking in designated Street Parking Spaces as provided in this Section 12.4.1. Any vehicles parked within the streets or private roadways of WINDSOR ISLAND RESORT or parked within WINDSOR ISLAND RESORT in violation of this Section 12.4.1 or any Rules and Regulations with respect to parking promulgated by the Board shall be subject to towing without further notice other than such notice or notices, if any, required by law.”

5. **Effect of Amendment.** Except as herein specifically amended, the Declaration shall remain in full force and effect in accordance with its terms. The Declaration, as amended by this Fourth Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in WINDSOR ISLAND RESORT or any portion thereof, and their respective heirs, personal representatives, successors and assigns

[signatures on following pages]

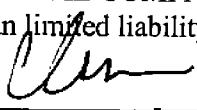
IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed as of the date and year first above written.

WITNESSES:


Print Name: Eni Baker

Print Name: EUGENIA RIOS-DORIA

“DECLARANT”

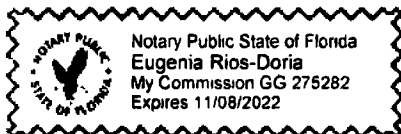
PULTE HOME COMPANY, LLC, a
Michigan limited liability company

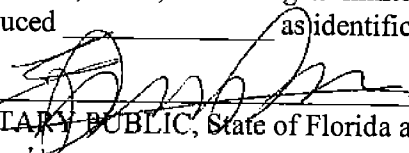
By: 
Name: CHRISTOPHER WRENN
Title: VICE PRESIDENT OF LAND DEVELOPMENT
Date: DECEMBER 16th, 2021

Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of December, 2021, by Christopher Wrenn, as VP of Land Development of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].




NOTARY PUBLIC, State of Florida at Large

Print Name: EUGENIA RIOS-DORIA

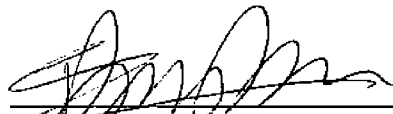
My commission expires: 11/08/2022

JOINDER OF THE ASSOCIATION

WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in to the Fourth Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

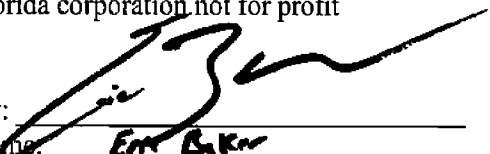
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of December, 2021.

WITNESSES:


Print Name: EUGENIA RIOS-DORIA

Print Name: DIANANDA CASO

WINDSOR ISLAND RESORT
HOMEOWNERS ASSOCIATION, INC., a
Florida corporation not for profit

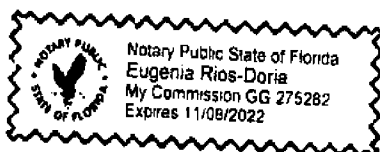
By: 
Name: Eric Baker
Title: President

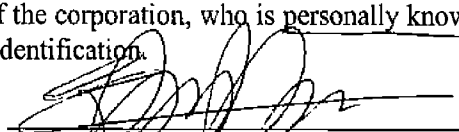
{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of December, 2021, by ERIC BAKER, as President of WINDSOR ISLAND RESORT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.




NOTARY PUBLIC, State of Florida at Large
Print Name: EUGENIA RIOS-DORIA

My commission expires: 11/08/2022