

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1200 BRICKELL AVENUE, PH 2000
MIAMI, FLORIDA 33131

FIRST AMENDMENT TO DECLARATION FOR SIMONTON COURT

THIS FIRST AMENDMENT TO DECLARATION FOR SIMONTON COURT (this "First Amendment") is made by ACF 10-A Simonton L.L.C., a Delaware limited liability company ("Developer").

RECITALS

A. Developer recorded that certain Declaration for Simonton Court on October 20, 2014 in Official Records Book 51180, at Page 701 of the Public Records of Broward County, Florida (the "Declaration") respecting the community known prior to this First Amendment as Simonton Court (the "Community").

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, however, that all amendments shall be subject to the restrictions on the right to amend the Declaration set forth in Sections 4.1 and 4.3 of the Declaration.

C. The Turnover Date has not yet occurred and the restrictions relating to the right to amend the Declaration set forth in Sections 4.1 and 4.3 of the Declaration are not applicable to this First Amendment.

D. Developer wishes to modify the Declaration as further set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Community Name. The name of the Community is hereby amended from Simonton Court to Ashton Parc. All references in the Declaration to Simonton Court shall be deemed to refer to Ashton Parc.

4. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the following definition is hereby amended as follows:

"Association" shall mean ~~Simonton-Court~~ Ashton Parc Homeowners Association, Inc., its successors and assigns.

5. Fences. Section 14.12 of the Declaration is hereby amended as follows:

14.12 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be ~~six (6)~~ five (5) feet in height, and shall

~~be bronze aluminum railing wood (natural wood stain or other color approved by the ACC), shadowbox or stockade.~~ The rear fencing of non-lakefront Homes shall be five (5) feet in height, shall be bronze aluminum railing, and shall include an access gate. The rear fencing of lakefront Homes shall only be permitted to be ~~bronzelack~~ aluminum railing which may only be four (4) feet in height. The rear fencing of lakefront Homes shall also be required to include an access gate. No chain link fencing shall be permitted within Simonton Court. No fences, walls, structures or trees shall be permitted within any lake maintenance easement of the Association or within any Common Area property abutting the lakes.

6. By-Laws. In order to reflect the revised name of the Community and the Association, the By-Laws of the Association which were attached to the recorded Declaration as Exhibit 3 are amended as set forth in Exhibit A hereto.

7. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 23rd day of February, 2015.

WITNESSES:

Michelle Reichardt
Print Name: Michelle Reichardt

Janet M. Sunga
Print Name: Janet M. Sunga

ACF 10-A SIMONTON L.L.C., a Delaware limited liability company

By Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company, its Sole Member

By Fund 10-A Management Company, a Delaware limited liability company, its Managing Member

By Acacia Capital Corporation, a California corporation, its Managing Member

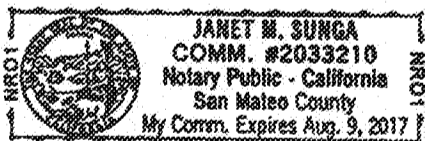
By: Todd R. Darling
Name: Todd R. Darling
Title: Chief Operating Officer

STATE OF CALIFORNIA)
) SS.:
COUNTY OF SAN MATEO)

The foregoing instrument was acknowledged before me this 23rd day of February, 2015, by Todd R. Darling as Chief Operating Officer of Acacia Capital Corporation, the Managing Member of Fund 10-A Management Company, the Managing Member of Acacia Credit Fund 10-A L.L.C., the Sole Member of ACF 10-A Simonton L.L.C., a Delaware limited liability company, who is personally known to me.

My commission expires: Aug. 9, 2017

Janet M. Sunga
NOTARY PUBLIC, State of California
Print Name: JANET M. SUNGA



JOINDER

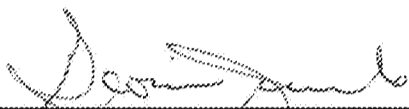
ASHTON PARC HOMEOWNERS ASSOCIATION, INC.

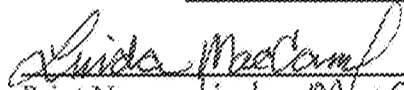
ASHTON PARC HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to Declaration for Simonton Court (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

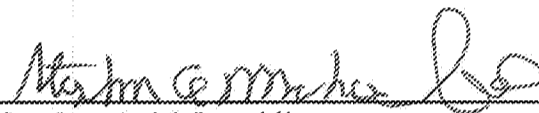
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of February, 2015.

WITNESSES:

ASHTON PARC HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

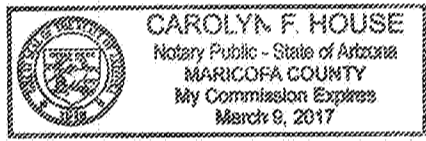

Print Name: Abala Saab


Print Name: Linda MacConnel

By 
Stephen A. McLaughlin
Its President

[SEAL]

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)



The foregoing instrument was acknowledged before me this 24 day of February, 2015 by Stephen A. McLaughlin, as President of ASHTON PARC HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, on behalf of the corporation.

My commission expires: March 9, 2017


NOTARY PUBLIC, State of Arizona at Large

Print Name: Carolyn F. House

Exhibit A

FIRST AMENDMENT TO BY-LAWS OF
SIMONTON COURT HOMEOWNERS ASSOCIATION, INC.

THIS FIRST AMENDMENT TO BY-LAWS OF SIMONTON COURT HOMEOWNERS ASSOCIATION, INC. (this "First Amendment to By-Laws") is made this 24th day of February, 2015 by ACF 10-A Simonton L.L.C., a Delaware limited liability company ("Developer").

RECITALS

A. Developer recorded that certain Declaration for Simonton Court on October 20, 2014 in Official Records Book 51180, at page 701 of the Public Records of Broward County, Florida (the "Declaration"), which contains the By-Laws of Simonton Court Homeowners Association, Inc. (the "By-Laws") as Exhibit 3.

B. Section 12.2 of the By-Laws permits Developer to amend the By-Laws to the Turnover Date (as defined in the Declaration without the joinder or consent of any person or entity whatsoever).

C. The Turnover Date has not yet occurred.

D. Developer desires to amend the By-Laws in order to reflect that the name of the Association has changed.

NOW THEREFORE, Developer hereby declares to amend the By-Laws and every portion of Ashton Parc (as defined in the Declaration, as amended) is to be held, transferred, sold, conveyed, used and occupied subject to this First Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment to By-Laws and the By-Laws, this First Amendment to By-Laws shall control. Whenever possible, this First Amendment to By-Laws and By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the By-Laws.

4. Name of Association. The first sentence of Section 1 of the By-Laws is hereby amended as follows:

The name of the corporation is ~~Simonton Court Ashton Parc Homeowners Association, Inc.~~ ("Association").

5. Name of Community. All references to Simonton Parc within the By-Laws shall be deemed to refer to Ashton Parc.

6. Covenant. This First Amendment to By-Laws shall be a covenant running with Ashton Parc and all Members shall be bound thereby.

IN WITNESS WHEREOF, the undersigned, Developer, has hereunto set its hand and seal this 24th day of February, 2015.

WITNESSES:

ACF 10-A SIMONTON L.L.C., a Delaware limited liability company

Michelle Reichhardt
Print Name: Michelle Reichhardt
Janet M. Sunga
Print Name: JANET M. SUNGA

By Acacia Credit Fund 10-A L.L.C., a Delaware limited liability company, it Sole Member

By Fund 10-A Management Company, a Delaware limited liability company, its Managing Member

By Acacia Capital Corporation, a California corporation, it Managing Member

By Todd R. Darling
Todd R. Darling
Its Chief Operating Officer

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN MATEO)

The foregoing instrument was acknowledged before me this 24th day of February, 2015 by Todd R. Darling, as Chief Operating Officer of Acacia Capital Corporation, Managing Member of Fund 10-A Management Company L.L.C., the Managing Member of Acacia Credit Fund 10-A L.L.C., the Sole Member of ACF 10-A Simonton L.L.C., and who is personally known to me, on behalf of the company.

My commission expires: Aug. 9, 2017 Janet M. Sunga
NOTARY PUBLIC, State of California at Large

Print Name: JANET M. SUNGA

