

Lakes of Westchester Country Club
Homeowners Association, Inc
c/o C.A.M.S., Inc.
314 NE 3rd St.
Boynton Beach, FL 33435

May 21, 2009

Dear Homeowner:

Enclosed is a copy of the Certificate of Amendment to the Declaration of
Covenants for The Lakes of Westchester, Article V, Section 6, for your
records.

Lakes of Westchester
Board of Directors

at 8:00

5/21/2009
EXHIBIT "A"

AMENDMENT TO THE DECLARATION OF COVENANTS
FOR THE LAKES OF WESTCHESTER

Article V, Section 6 of the Declaration of Covenants is amended to read as follows:

[Added language is underlined. Deleted language is struck through.]

"Section 6. Subordination of the Lien to Mortgages. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title.

However, as provided in Florida Statute 720.3085, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

The Association assessments are superior in priority to second and third mortgages. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel being recorded in the Public Records. A lien for assessments shall not otherwise be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel which became due prior to such sale or transfer. However, any such Any unpaid assessments for which such acquirer of title is not liable in a first mortgage scenario as set forth above, may be reallocated and assessed to all Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, FL

CFN 20090144898
OR BK 23205 PG 0974
RECORDED 04/30/2009 16:13:52
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0974 - 976; (3pgs)

CERTIFICATE OF AMENDMENT (4 pages)
TO THE DECLARATION OF COVENANTS FOR THE LAKES OF WESTCHESTER

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS FOR THE LAKES OF WESTCHESTER is made this 12th day of April, 2009 by THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants for The Lakes of Westchester (hereinafter "Declaration") was originally recorded commencing at Official Records Book 9104, Page 776 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended at any time and from time to time by approval of Owners entitled to vote a majority of all votes of the Association.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendment, attached hereto as Exhibit "A", to the Declaration has been properly and duly approved and adopted by Owners who are entitled to vote greater than a majority of all votes of the Association. Further, the attached Amendment has been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the attached Amendment pursuant to the Declaration.

2. The Amendment, attached hereto as Exhibit "A", shall run with the real property subject to the Declaration and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 12th day of

April, 2009.

Witnesses (as to both):

[Signature]

Signature

JENNIE Schmoeder

Printed name

[Signature]

Signature

JENNIE Schmoeder

Printed name


THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Bob A. Newmark
Association President

Attest: [Signature]
Eliot Cohen
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of April, 2009, by Bob A. Newmark as President and Eliot Cohen as Secretary of The Lakes of Westchester Country Club Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 Joyce L. Worcester
Commission #DD495407
Expires: DEC. 20, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Joyce L. Worcester
NOTARY PUBLIC, State of Florida
JOYCE L. WORCESTER