

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
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Boca Raton, FL 33487
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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR LEXINGTON LAKES**

I **HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Amended and Restated Declaration of Restrictions and Protective Covenants for Lexington Lakes (the "Declaration"). The Amended and Restated Declaration of Restrictions and Protective Covenants for Lexington Lakes is recorded in Official Records Book 11405, at Page 716, in the Public Records of Palm Beach County, Florida. The original Declaration of Restrictions and Protective Covenants for Lexington Lakes is recorded in Official Records Book 6989, at Page 270, in the Public Records of Palm Beach County, Florida. The attached amendment was approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 10th day of January, 2015.

WITNESSES

**LEXINGTON LAKES HOMEOWNERS
ASSOCIATION, INC.**

Jennifer Cabrera
Signature
Jennifer Cabrera
Print Name

Carole Sherwood
Signature
Carole Sherwood
Print Name

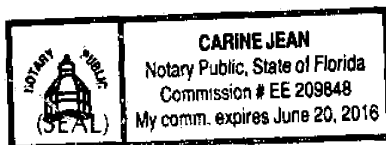
By: Carole Sherwood
Carole Sherwood, President

By: Melanie Kreckovsky
Melanie Kreckovsky, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of January, 2015, by Carole Sherwood as President, and Melanie Kreckovsky as Secretary, of Lexington Lakes Homeowners Association, Inc., who are Personally Known [] or Produced Identification []:

Type of Identification Produced: Florida driver license



[Signature]
NOTARY PUBLIC, State of Florida at Large

Exhibit "A"

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR LEXINGTON LAKES**

The Amended and Restated Declaration of Restrictions and Protective Covenants for Lexington Lakes (the "Declaration") is recorded in Official Records Book 11405, at Page 716, in the Public Records of Palm Beach County, Florida. The original Declaration of Restrictions and Protective Covenants for Lexington Lakes is recorded in Official Records Book 6989, at Page 270, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added.

Item 1. Article V, Section 11 of the Amended and Restated Declaration of Restrictions and Protective Covenants for Lexington Lakes ("Declaration") shall be amended as follows:

Section 11. Working Capital Fund. The Board shall establish a Working Capital Fund for the operation of the Association in the amount of two (2) months of the annual assessment for each Lot, which shall be payable by the Owner who acquires title to the Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot, including on any resale, or such other time as title is transferred. Amounts paid into the fund shall not be considered as advance payments of regular assessments. However, the Working Capital Contribution shall be collectible as an assessment in accordance with the provisions of Article V, Section 8 of this Declaration, including the authority to file a claim of lien for the collection thereof. Any monies collected in the Working Capital Fund may be used by the Association, in the discretion of the Board of Directors from time to time, for any proper General Expense. Notwithstanding the foregoing, where the Association takes title to a Lot by foreclosure, or otherwise, the Association shall not be required to pay the Working Capital Contribution. Additionally, this requirement to pay the Working Capital Contribution shall not apply where title is acquired by an immediate family member of the Lot Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for estate planning purposes. In addition, the requirement to pay the Working Capital Contribution shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

Item 2: Article VII, Section 20 of the Declaration shall be amended as follows:

Section 20. Leasing. No Lot shall be leased more than once annually for any period of time up to one year. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of the foregoing shall result in any damage to the Common Area, or any liability to the Association, the Owner shall be assessed

for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws by any resident of a Lot shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the properties, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of the Declaration, the Articles, the Bylaws or be a source of annoyance to the residents of the properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then, upon written notice by the Association, such person shall be required to immediately leave the properties and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

No Lot Owner who purchases a Lot or otherwise acquires title to a Home after the effective date of this amendment shall be entitled to lease his or her Lot until such Lot Owner has owned the Lot for a period of twenty four (24) months, which twenty four (24) month period shall commence upon the date title was acquired. Such twenty four (24) month restriction on leasing shall not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise. Additionally, this requirement shall not apply where title is acquired by an immediate family member of the Lot Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for estate planning purposes. In addition, such twenty four (24) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.