

PREPARED BY AND RETURN TO:

JILL A. SOMAN, ESQ.
ZACK KOSNITZKY, P.A.
100 Southeast Second Street
Suite 2800
Miami, Florida 33131

Aug-06-1998 11:46am 98-304487
ORB 10565 Pg 949
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President and Secretary of LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the Amendment attached hereto and made a part hereof was duly adopted by a vote of at least sixty-five percent (65%) of the Voting Rights of Lakefield West Homeowners' Association, Inc., which Amendment pertains to, amends and was made in accordance with the terms of:

DECLARATION OF PROTECTIVE COVENANTS OF LAKEFIELD WEST recorded in Official Records Book 6147 at Page 1072 and re-recorded in Official Records Book 6155 at Page 1852 of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF the undersigned have executed this Certificate as of the 31st day of October, 1997.

WITNESSES:

LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

A. Gosselin
Print Name: A. Gosselin

By: Jeffrey Brown
Title: President

Christine J. Holt
Print Name: CHRISTINE J. HOLT

Attest: Robert W. Drew
Name: ROBERT W. DREW
Title: Secretary

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28 day of April, 1998 by JEFFREY BROWN, as President and ROBERT W. DREW as Secretary of LAKEFIELD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, (who are personally known to me or who produced _____ and _____ as identification, on behalf of the corporation.

My commission expires:



Christine J. Holt
NOTARY PUBLIC, State of Florida
at Large

Print name: CHRISTINE J. HOLT

SIXTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS OF LAKEFIELD WEST

THIS SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF LAKEFIELD WEST (this "Sixth Amendment") is made as of the 31st day of October, 1997 by LENNAR HOMES, INC., a Florida corporation ("Lennar") and joined in by FOURTH WELLINGTON, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. That certain Declaration of Protective Covenants of Lakefield West was recorded in Official Records Book 6147 at Page 1072 and re-recorded in Official Records Book 6155 at page 1852 of the Public Records of Palm Beach County, Florida ("Original Declaration") respecting the residential community known as Lakefield West.

B. The Original Declaration was subsequently amended as follows (collectively, the "Amendments"):

1. Amendment to Declaration of Protective Covenants of Lakefield West, recorded in Official Records Book 8532 at Page 1827 of the Public Records of Palm Beach County, Florida.
2. Amendment to Declaration of Protective Covenants of Lakefield West, recorded in Official Records Book 8552 at Page 249 of the Public Records of Palm Beach County, Florida.
3. Amendment to Declaration of Protective Covenants of Lakefield West, recorded in Official Records Book 8627 at Page 692 of the Public Records of Palm Beach County, Florida. (This Amendment supercedes and replaces that Amendment listed in Paragraph 2 herein.)
4. Amendment to Declaration of Protective Covenants of Lakefield West, recorded in Official Records Book 9299 at Page 1415 of the Public Records of Palm Beach County, Florida.
5. Amendment to Declaration of Protective Covenants of Lakefield West, recorded in Official Records Book 9375 at Page 1455 of the Public Records of Palm Beach County, Florida.

The Original Declaration together with the above referenced Amendments shall hereinafter be referred to as the "Declaration."

C. Pursuant to its rights under the Declaration, Lennar, as Declarant, desires to amend the Declaration as provided herein.

NOW THEREFORE, Lennar hereby declares that every portion of the Property (as such term is defined in the Declaration) is to be held, transferred, sold, conveyed, used and occupied subject to this Sixth Amendment and 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 Sixth Amendment.
2. Conflicts. In the event that there is a conflict between this Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth Amendment, the Original Declaration and the Amendments shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The defined term "Builder" in Article I, Section F of the Declaration is hereby amended by deleting the first sentence in its entirety and replacing the same with the following:

The term Builder shall mean and refer to any Person that acquires the fee simple title to any real property, platted or unplatted, directly from Declarant, for the purposes of improving such property into one or more residential homes.

4. Builders. Article VII, Section 7.11 of the Declaration is hereby added and shall read:

Section 7.11c Builders. Declarant may transfer or convey real property, platted or unplatted, to a Builder which does not contain a home or unit ("Undeveloped Property"). Notwithstanding any other provision in the Declaration to the contrary, each Builder shall be obligated to pay any Assessments on the Undeveloped Property as follows:

1. The Undeveloped Property shall be deemed to contain the number of homes or units which can be built on such Undeveloped Property. Declarant shall determine, in its sole and absolute discretion, the number of homes or units which may be built on a particular parcel of Undeveloped Property. Without limiting the rights of Declarant hereunder, generally each platted lot shall be deemed capable of being developed into one home or unit.

2. Notwithstanding any other provision in the Declaration to the contrary, Builders shall not be obligated to pay any portion of Assessments on Undeveloped Property related to services which can only be provided to a home or unit. By way example, even if the Budget for the Association reflects that cable charges are part of Assessments, a Builder shall not be obligated to pay the portion of Assessments relating to cable charges, as cable services can only be provided to a home or unit.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the 31st day of October, 1997.

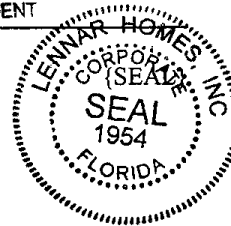
WITNESSES

LENNAR HOMES, INC., a Florida corporation.

Janet S English
Print Name: JANET S. ENGLISH

By: [Signature]
Name: WAYNEWRIGHT MALCOLM
Title: VICE PRESIDENT

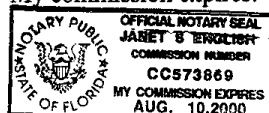
Beatrice S. Prebloe
Print Name: BEATRICE S. PREBLOD



STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998 by WAYNEWRIGHT MALCOLM, as VICE PRESIDENT of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Janet S English
NOTARY PUBLIC, State of Florida
at Large
Print name: JANET S. ENGLISH

CONSENT AND JOINDER

FOURTH WELLINGTON, INC.

Pursant to Section 17.2 C of the Declaration of Protective Covenants of Lakefield West, FOURTH WELLINGTON, INC. does hereby consent to and join in the Sixth Amendment to the Declaration of Protective Covenants of Lakefield West to which this Consent and Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the 31st day of October, 1997.

WITNESSES

FOURTH WELLINGTON, INC., a Florida
not-for-profit corporation

[Signature]
Print Name: A. GOSSETT

By: [Signature]
Name: ROBERT W. DRAWS
Title: SECRETARY

[Signature]
Print Name: CHRISTINE J. HOLT

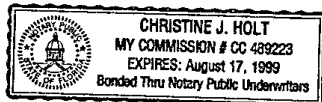
{SEAL}

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of April, 1998 by Robert W. Draws, as Secretary of FOURTH WELLINGTON, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
at Large
CHRISTINE J. HOLT
Print name: _____