

*Prepared by/Return to:  
Michael J Posner, Esq.  
Ward Damon PL  
4420 Beacon Circle  
West Palm Beach, Florida 33407*

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS OF LAKEFIELD WEST**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF LAKEFIELD WEST, is made as of this 12<sup>th</sup> day of March 2024, by the President and Secretary respectively, of the Lakefield West Homeowners' Association, Inc. (hereinafter the "Association").

**W I T N E S S E T H:**

**WHEREAS**, the Association is the association responsible for the management and operation of Lakefield West pursuant to the Declaration of Protective for Lakefield West recorded in Official Records Book 6147, Page 1072, and all amendments thereto, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

**WHEREAS**, the Declaration provides that it may be amended by at least sixty-five (65%) percent of the members at any regular, annual or special meeting of the Association or by appropriate consent to action.

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

1. That the Declaration was amended by the affirmative vote of at least sixty-five (65%) percent of the members qualified to vote by a consent to action effective as of October 1, 2023, executed by not less than One Hundred Forty-Four (144) members of the Association, a copy of which form Consent to Action is attached hereto and made a part hereof.

2. Pursuant to said consent to action, an amendment to the Declaration were duly adopted and approved as set forth on the Consent to Action as follows:

*(Words that have been added are underlined; Words that have been deleted are struck through)*

*That Article XVI, OBLIGATIONS OF OWNER, of the Declaration of Protective Covenants, as amended, shall be further amended as follows:*

LEASING, MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Parcels in a single family oriented, non-transient atmosphere, the leasing of Parcels by any Owner shall be subject to the following provisions, which provisions each Owner covenants to observe. These objectives are important and justified because of the large financial investment of each Owner and the sharing of facilities inherent in community living.

16.1 Transfers Subject to Approval.

Lease. No Owner may transfer possession or otherwise dispose of a Parcel or any interest therein by lease without approval of the Association, except to another Owner, and in no event before such Owner has owned the Parcel for not less than twelve (12) months. Approvals of leases need not be recorded. Parcels cannot be rented to more than two (2) persons, who are unrelated, and their minor children, and there will be no subletting or room rentals allowed. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Homeowner's Association Documents as promulgated and amended from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination and eviction, subject to compliance with applicable law. The lessee and the Owners agree that the Association may proceed directly against such lessee(s). The Rules and Regulations must be provided to the lessee(s) by or on the behalf of the Owner at or before the commencement of the Lease term; provided, however, that lessee(s) obligations under this Section 16 shall not be affected by the failure to provide such notice. The minimum leasing period is four (4) months, and no Parcel may be leased more than three (3) times per calendar year, unless modified by the Board.

16.2 Approval by the Association. The approval of the Association which is required for the leasing of Parcels shall be obtained in the following manner:

(a) Notice to Association.

(i) Lease. An Owner intending to make a bona-fide lease of a Parcel shall give to the Association notice of such intention, together with the name, address and social security number of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(ii) Failure to Give Notice. If the notice to the Association herein required is not timely given, then at any time after receiving knowledge of a transaction or event leasing a Parcel, the Association, at its election, and without notice, may approve or disapprove the lease. If the Association disapproves the lease, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(iii) Approval Fee. The Association may charge a fee for approval and screening of proposed lessee(s), which fee shall not exceed the maximum permitted by law.

(vi) Screening. All prospective lessee(s) agree that as a condition of approval, they must consent to reasonable background checks, including, but not limited to, credit check and a criminal background check, the cost of which shall be the obligation of the Owner.

(b) Certificate of Approval.

Lease. If the proposed transaction is a lease which requires approval, then, within twenty (20) days after receipt of such notice, information and appropriate screening, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in non-recordable form and shall be delivered to the lessee or the Owner's leasing agent.

16.3 Disapproval by Association. If the Association shall disapprove a lease of a Parcel, the matter shall be disposed of in the following manner: The Owner shall be advised of the disapproval in writing, and the lease shall not be permitted without further duty or obligation upon the Association, including any duty to provide an alternative lessee.

16.4 Non-Discrimination. Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights provided in this Section, shall not make any decision in a discriminatory manner and no decision shall be made on the basis of race, sex, ethnic origin, nationality, physical handicap or religion, or any other protected class as determined by any federal, state or local law.

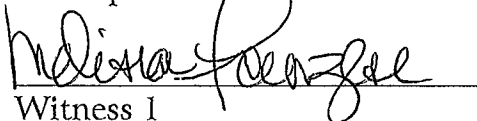
16.5 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be voidable if not approved by the Association.

3. The President and Secretary certify that the attached amendments were adopted and approved and constitute the approval of at least sixty-five (65%) percent of the members of the Association, totaling One Hundred Forty-Four (144) approvals.

4. The original signed Consents to Action shall be permanently placed amongst the records of the Association.


In Witness Whereof, the undersigned President and Secretary of the Association have hereunto set their hands and seals the day and date above written.

Sign, sealed and delivered  
in the presence of:

  
Witness 1

Lakefield West Homeowners'  
Association, Inc.

  
Witness 2

By:   
Vince Gasso, President

(Association Seal)

Attest:   
Kristina Richter, Secretary

*[notary shown on next page]*

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

I HEREBY CERTIFY that on this 12<sup>th</sup> day of March 2024, sworn to, subscribed and acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of [☒] physical presence or [☐] online notarization, by Vince Gasso, President and Kristina Richter, Secretary of Lakefield West Homeowners' Association, Inc. [☐] to me known to be the persons described in or [☒] who have produced FL. Driver License and FL. Driver License as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

Grace E. Ohno  
Notary Public State of Florida at Large

My Commission Expires: Oct. 15, 2027

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