

Palm Beach County, Florida.

WHEREAS, the Association desires to execute and record this Amendment to the Declaration pursuant to the provisions set forth in the Declaration.

NOW, THEREFORE, the Association herein Amends the Declaration as follows:

1. Article III, Section 7, entitled Lot Maintenance, is hereby amended to entirely delete the paragraph contained in the originally recorded Declaration and to entirely delete the paragraph contained in Paragraph 2 of the Amendment recorded on September 11, 1995 in O.R. Book 8913, Page 56 of the Public Records of Palm Beach County, Florida and replace it instead with the following paragraph which will supersede the former paragraph in the Declaration and the former paragraph in the aforementioned Amendment and be made a part of the Declaration:

Section 7. Lot Maintenance. The Association shall be responsible for maintaining the front yard, back yard, and side yards of each residence constructed on each Lot. The Association's maintenance responsibility shall include, but not be limited to, care of all lawns, landscaping (inclusive of hedge and shrub trimming), irrigation pumps and sprinkler systems. However, the Association's maintenance responsibility shall not include tree trimming, plant replacement or mulching which shall expressly be the responsibility of the Owner. In the event the Owner fails to do these maintenance responsibilities and the Association in its' sole discretion determines that said maintenance is required, the Association or its' authorized agents shall be permitted to enter upon the Owner's property to perform all Owner's aforesaid maintenance responsibilities. In that event, the Association shall be permitted to levy a Special Assessment against said Lot Owner for the cost incurred by the Association in performing the Owner's aforesaid maintenance responsibility. In the event, the Owner fails to pay the Assessment in a timely manner, the Association can

enforce the collection of the Assessment pursuant to the terms set forth in Article V of the Declaration and in accordance with Florida law.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Lexington Home Estates Homeowners' Association Inc.

Robert J. Platt
Robert J. Platt
RONALD L. PLATT

BY: Elizabeth S. Fleming
ELIZABETH S. FLEMING, PRES.

The foregoing instrument was acknowledged before me this 1st day of December, 1995, by ELIZABETH S. FLEMING, President of Lexington Homes Estates Homeowners' Association, Inc., a Florida not-for-profit corporation, who is personally known to me and who did not take an oath.

Mary Beth Kerr
Notary Public

