

**This instrument prepared by and  
upon recordation return to:**  
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**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR LEXINGTON HOMES ESTATES**

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LEXINGTON HOMES ESTATES (“**Amendment**”) is made by Lexington Homes Estates Homeowners Association, Inc. a Florida not-for-profit corporation (the “**Association**”).

**RECITALS**

A. The original Declaration of Restrictions and Protective Covenants for Lexington Homes Estates (the “Declaration”) for Lexington Homes Estates Homeowners Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 6824, Page 1507, et seq., of the Public Records of Palm Beach County, Florida.

B. Article XII, Section 5 of the Declaration provides in relevant part that “this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total votes of the Association.”

C. The Amendment language contained herein was approved by affirmative vote of the members representing at least seventy-five percent (75%) of the total votes of the Association at a meeting of the membership held on June 21, 2022.

D. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Lexington Homes Estates Homeowners Association is to be held, transferred, sold, conveyed, used and occupied subject to 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 these Amendments.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict

between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendment to the Declaration:

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

The following language is proposed to be added to the end of **Article VII, Section 20** of the Declaration of Restrictions and Protective Covenants for Lexington Homes Estates, as it currently exists:

No Owner may lease a Lot until such Owner has held title to the Lot to be leased for at least twenty-four (24) months, with the exception that this provision shall not apply to:

- Any Owner acquiring title to their Lot prior to the recordation of the amendment adding this provision;
- Any natural person who becomes an Owner of a Lot upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate;
- Any trust into which Lot ownership is transferred from the prior Owner for estate planning purposes;
- The Association, should it become an Owner of a Lot; or
- An Institutional Lender, should it become an Owner of a Lot.

However, if at the time of transfer of title to the Lot there is a preexisting lease agreement entered into by the previous Owner and tenant for a lease term that extends past the date of transfer of title, the twenty-four (24) month period during which the Lot may not be leased by the new Owner shall commence at the earlier of either 1) the expiration of the current term of the preexisting lease, which preexisting lease may not be renewed or extended or 2) the permanent departure/abandonment by the tenant from the Lot.

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