

This Instrument Prepared by and Return To:
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File No. **146.0001**

**CERTIFICATE OF FOURTH AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
THOROUGHbred LAKES**

THIS AMENDMENT is made this 18 day of May, 2021, by **THOROUGHbred LAKES HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF COVENANTS AND RESTRICTIONS OF THOROUGHbred LAKES (hereinafter "DECLARATION") which was duly recorded in the Public Records of Palm Beach County, as follows:

OR BOOK 13513, PAGE 1612

WHEREAS, pursuant to the BYLAWS OF THOROUGHbred LAKES HOMEOWNERS ASSOCIATION, INC., recorded in O.R. Book 13513, Page 1648 of the Public Records of Palm Beach County (hereinafter "BYLAWS"), the aforementioned Declaration was amended pursuant to the provisions of the DECLARATION.

WHEREAS, the Amendment set forth was approved by not less than two-thirds (2/3) of the Membership via written consent.

WHEREAS, the total number of eligible votes of Members of the Association is 283, the total number of votes necessary to adopt the amendment was 189, the total number of votes cast for the amendment was 202, and the total number of votes cast against the amendment was 6.

NOW, THEREFORE, the undersigned hereby certify that the attached Exhibit "A" reflects a true and correct copy of the amendment as amended by the membership on or about May 5, 2021 via written consent.

Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

Signatures on Following Page

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS OF THOROUGHbred LAKES to be executed by the duly authorized officers of the ASSOCIATION, this 18th day of May, 2021.

THOROUGHbred LAKES HOMEOWNERS ASSOCIATION, INC.

By: S. Taylor

Print: Stephanie Taylor

Title: President

By: Robert Bolbach

Print: Robert Bolbach

Title: Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was executed before me this 18th day of May, 2021, by Stephanie Taylor, the President and Robert Bolbach the Secretary of THOROUGHbred LAKES HOMEOWNERS ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and who is personally known to me or produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 18th day of May, 2021.

Falicia Jimenez
Notary Public

My commission expires:

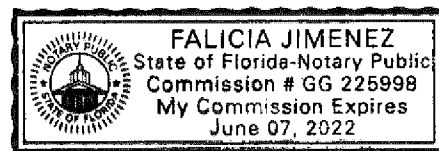


EXHIBIT "A"

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF THOROUGHbred LAKES**

The Declaration of Covenants and Restrictions of Thoroughbred Lakes ("Declaration") was recorded on March 18, 2002 in Book 13513, Page 1612, of the Official Records of Palm Beach County, Florida, as amended from time to time.

Words underlined are added and words ~~stricken through~~ are deleted.

1. Section 8, Paragraph 8.17 of the aforesaid Declaration shall be amended as follows:

8.17 Leases. ~~All leases of a Unit must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, without the consent of the APPROVING PARTY. Any Owner, other than the Association or an entity wholly controlled by the Association, acquiring a LOT after the effective date of this amendment may not lease his LOT until he has owned and occupied it for at least one (1) year. If a purchaser is a Corporation, LLC, or other entity, such purchaser must designate the intended occupants at the time of purchase. Those occupants must reside at the Lot for at least one year and at least one occupant must be an officer, director or shareholder of the purchasing entity. OWNERS who have sold their LOT and who are renting from the new OWNER temporarily until their move is finalized shall be exempt from this Section 8.17. When a LOT is sold with a tenant renting the LOT, the tenant may remain for the rest of the tenant's then applicable lease term and the one-year time for this rental/occupancy prohibition will commence to run upon the expiration of that tenant's lease. This rental prohibition does not apply to Lots that become owned by the ASSOCIATION through foreclosure of the ASSOCIATION's lien. The following restrictions apply to those Owners who acquired their Lot(s) prior to the effective date of this amendment.~~

In any event, all leases of a LOT must be in writing and specifically be subject to this Declaration, the Articles, Bylaws, and Rules and Regulations and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No OWNER may lease his property unless he has obtained the prior written approval of the ASSOCIATION. Lease terms of less than twelve (12) months shall not be permitted. LOTS shall not be listed on any short-term rental websites and no short-term rentals are permitted. Any person who resides in a home on any LOT for more than thirty (30) days in any calendar year shall not be deemed a guest, but shall be deemed a tenant for purposes of requiring approval under this section. Leasing of individual rooms of a LOT is prohibited. Roommates are permitted upon written application and prior written approval of the ASSOCIATION. The OWNERS shall remain liable for the performance of all agreements and covenants in the ASSOCIATION's governing documents, and shall be liable for any violations by his/her lessee(s) or occupants of any, and all, use restrictions. The ASSOCIATION may charge an administrative fee not to exceed \$100.00 per lease or roommate application.

The LOT OWNER(s) shall notify the ASSOCIATION in writing, on an application form provided by the ASSOCIATION, of his/her intention to lease his/her LOT along with a copy of the lease agreement, not less than thirty (30) days prior to the lease commencement. The LOT OWNER shall notify the ASSOCIATION in writing, on an application form provided by the ASSOCIATION, of his/her intention to renew a lease along with a copy of the lease renewal, addendum, and/or extension not less than thirty (30) days prior to the commencement of the renewed lease term. In order to protect property values and safety of the community, within twenty (20) days after the receipt of such written notice and fully completed application, the ASSOCIATION shall either approve or disapprove the lease or occupancy application. The ASSOCIATION may require the OWNERS and all tenants and adult occupants to enter into a uniform lease addendum.

All proposed tenants and occupants shall be subject to a background check, including credit and criminal history. A proposed tenant/occupant may be disapproved by the ASSOCIATION when the proposed tenant has poor credit history, such as a credit score less than 675. A proposed tenant/occupant may be disapproved by the ASSOCIATION when the proposed tenant/occupant has a criminal history, including, but not limited to, conviction(s) concerning the manufacture and/or distribution of controlled substances within the past fifteen (15) years, conviction(s) for violent crimes within the past fifteen (15) years, conviction(s) within the past fifteen (15) years for a felony where the victim was a minor, and/or if the proposed tenant is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction or is listed on the Florida Department of Law Enforcement Florida Sexual Offenders and Predators database. A proposed lease may also be disapproved when the OWNER of the LOT is delinquent in the payment of any assessment, fine, fee or other charge due to the ASSOCIATION, or is in violation of any provision of the ASSOCIATION's governing documents, including this Declaration, the Articles, Bylaws and the Rules and Regulations.

Without limiting the ASSOCIATION's ability to disapprove any lease or lease renewal, if an OWNER is delinquent in the payment of any assessment or other monies owed to the ASSOCIATION, or if the OWNER or his or her lessee(s) is deemed by the ASSOCIATION to be in violation of any provision of this Declaration, the Articles, the Bylaws and/or the Rules and Regulations, the ASSOCIATION may disapprove the lease or lease renewal. In addition, the ASSOCIATION may require as a condition of approval that an OWNER and tenant execute an agreement or addendum to the lease which would permit the ASSOCIATION to collect rent directly from the tenant if the OWNER became delinquent in the payment of any assessment, fine, fee or other charge due to the ASSOCIATION, which rent may be applied to any unpaid balance of any assessment, fine, fee or other charge due to the ASSOCIATION.

OWNERS wishing to lease their LOTS shall be required to place in escrow with the ASSOCIATION a sum in the nature of a security deposit, as determined by the ASSOCIATION, which may be used by the Association to repair any damage to the COMMON AREAS or other portions of the SUBJECT PROPERTY resulting from acts or omissions of tenants (as determined in the sole discretion of the ASSOCIATION). The Owner will be jointly and severally liable with the tenant to the ASSOCIATION for any amount in excess of such sum which is required by the

ASSOCIATION to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant(s). Any balance remaining in the escrow account shall be returned to the OWNER within thirty (30) days after the ASSOCIATION has been advised in writing by the OWNER that the tenant and all subsequent tenants have permanently vacated the LOT.

The ASSOCIATION has the authority to terminate any lease as a result of a tenant's violation of this DECLARATION or applicable Rules. The ASSOCIATION is hereby deemed the agent of the OWNER for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this DECLARATION or applicable Rules. The ASSOCIATION and the OWNER shall both have the right to collect attorneys' fees against such tenant for his eviction or for enforcement of this DECLARATION, with the ASSOCIATION having priority as to the full amount of its claim. ASSOCIATION, as well as its tenants, are exempt from the provisions requiring a security deposit.