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Upon recording return to: Meredith L. Spira, Esq. Tucker & Tighe, P.A. 800 E. Broward Blvd. Ste 710 Fort Lauderdale, FL 33301

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR WELLINGTON DOWNS A PART OF WELLINGTON P.U.D.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby certifies that the ATTACHED Amendments to the Declaration of Restrictions for Wellington Downs a Part of Wellington P.U.D., as recorded in the Public Records of Palm Beach County, Florida, at Official Records Book 6528, Page 1734, has been duly adopted in the manner provided by Section 720.306 of the Florida Statutes and the Declaration of Restrictions for Wellington Downs and approved by the required number of voting Owners at a meeting held the <u>5th</u> day of <u>February</u>, 2014.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on the 7^{-1} day of 2014.

STATE OF FLORIDA COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Abdiel Ramos, President and Frank Perdomo, Secretary of Wellington Downs Homeowners Association, Inc., known to me to be the persons described herein and who executed the same freely and voluntarily under authority duly vested in them, and that I relied upon the following form of identification of the above-named persons: personally known to me, and that an oath was taken.

Witness my hand and official seal in the County and State last aforesaid this Haday of Hanny, 2014. My Con MARIA A. COPPOLA-GOMEZ Notary Public - State of Florida My Comm. Expires Mar 24, 2017 Commission # FF 000207 Bonded Through National Notary Assn.

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AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR WELLINGTON DOWNS A PART OF WELLINGTON P.U.D.

Additions indicated by underlining, deletions indicted by -----.

ARTICLE XII

GENERAL PROVISIONS

Section 6. <u>Sales and Leases</u>.

No more than 40% of the units at the Association may be rented at any one time. If twenty-three (23) units are rented at one time, any eligible unit owner wanting to rent will be placed on a waiting list until an owner who is renting his unit sells or transfers his unit or an owner who is renting his unit chooses to no longer rent the unit.

No owner may lease or rent his Lot, until he has owned that Lot for two years. The two years begins on the date the deed is recorded in the public records. If an owner of a Lot sells his Lot during the first two years of ownership, he must pay a fee in the amount of \$3,000.00 to the Association.

Any agreement for the leasing or rental of a Lot (hereinafter In this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the By-Laws and the Book of Rules and Regulations of Wellington Downs. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, By-Laws and Wellington Downs Rules; provided, however, the obligation of the foregoing sentence shall not apply to Declarant in the event Declarant leases a Lot for a term of twenty (20) years or more and such lease is recorded. No Lot shall be leased or rented for transient or hotel purposes. The Association shall be permitted to establish additional rules and regulations governing leases.

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