

This instrument prepared by and
upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
WEDGWOOD OF THE POLO CLUB HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WEDGWOOD OF THE POLO CLUB HOMEOWNERS' ASSOCIATION, INC. ("Amendment") is made by Wedgwood of the Polo Club Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Declaration of Restrictions and Protective Covenants (the "Declaration") for Wedgwood of the Polo Club Homeowners' Association, Inc., including all pages thereof and exhibits thereto, were recorded at Book 6101, Page 784, et seq., of the Public Records of Palm Beach County, Florida.

B. The Amendment language contained herein was approved of by a sufficient number of the Members at the Special Meeting of the Members held on September 12, 2023.

C. 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 Wedgwood of the Polo Club 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:

SEE EXHIBIT "A"

(which is referenced as if fully set forth herein)

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration for Wedgwood of the Polo Club Homeowners' Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 15 day of September, 2023.

WITNESSES:

WEDGWOOD OF THE POLO CLUB
HOMEOWNERS' ASSOCIATION, INC.

Jessie Walter
Print Name: Jessica Walter

Neil Schafeld
Print Name: Neil Schafeld

Jessie Walter
Print Name: Jessica Walter

Neil Schafeld
Print Name: Neil Schafeld

By: Marsha Bitter
Name: MARSHA BITTER
Title: President

By: Noel H. Kaye
Name: Noel H. Kaye
Title: Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of September, 2023 by Marsha Bitter, as President and Noel Kaye, as Secretary of Wedgwood of the Polo Club Homeowners' Association, Inc. on behalf of the corporation, both of whom are personally known to me or have produced driver licenses as identification.

My commission expires:
(SEAL)

NOTARY PUBLIC, State of Florida at Large
Print Name: MELINDA B. DRUMMOND

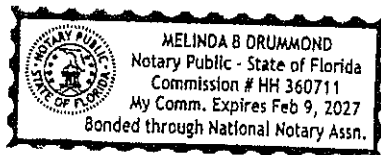


EXHIBIT "A"

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

ARTICLE III

WEDGWOOD OF THE POLO CLUB HOMEOWNERS' ASSOCIATION

Section 6. Lot Maintenance. The Association shall provide maintenance of all lawn areas located within the Properties and all exterior ~~maintenance~~ painting for each building within the Properties. ~~as follows: paint,~~ All other repairs, replacements and care for exterior building surfaces (including ~~other than~~ front residence doors, windows, screening, roofs, roof eaves and gutters), garage doors and fences shall be the responsibility of the Lot Owner. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, roofs, roof eaves and gutters provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as were originally installed by the Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a Special Assessment equal to the cost of such additional work. If any Owner fails to maintain the area located within any fence enclosing his lot, the Association may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the Assessments for each year but said Board shall thereafter make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such Assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully accepted rules and regulations of the Association, shall be levied as a Special Assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine lawn maintenance and painting of the exterior of the buildings as described in this Section 6.

ARTICLE V
ASSOCIATION
COVENANT FOR MAINTENANCE ASSESSMENTS

~~Section 7. Working Capital Contribution Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual Assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular Assessments.~~

As of the recording date of the amendment adding the language contained within this paragraph, a Working Capital Contribution in an amount determined from time to time by the Board, but not to exceed the most recent 12 months of Assessments, shall be due to the Association from the new Owner(s) each time that title to a Lot is conveyed. The payment of this Working Capital Contribution shall not be deemed a credit towards any Assessments or any other monetary obligations that may come due after acquisition of title to the Lot, nor shall it be deemed a credit towards any pre-acquisition Assessments or other monetary obligations that may remain unpaid, due and owing in connection with the former Owner(s) and/or the Lot. This Working Capital Contribution shall constitute an individual Assessment against the new Owner(s) and their respective Lot that is due upon conveyance of title and if not timely paid it shall be collectable and enforceable to the same extent as any other unpaid Assessments under the terms of this Declaration and applicable Florida Statutes, as they all may be amended from time to time. The Working Capital Contribution funds received by the Association may be deposited into the Association's operating account or into any reserve account and may be used by the Association for any legitimate and lawful purpose, as determined from time to time by the Board. Notwithstanding the foregoing, a Working Capital Contribution shall not be due upon conveyance of title of a Lot:

- a. to the Association or to an Institutional Mortgagee; or
- b. between existing co-Owners of the Lot; or
- c. between existing Owners and first degree family members; or
- d. between existing Owners and a trust established for estate planning purposes in either their own name or in their family name; or
- e. when any natural person becomes an Owner 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.