

DEC-07-1994 1:44PM 94-404516
ORR 8532 Pg 1827

THIS AMENDMENT is made by **LENNAR HOMES, INC.**, a Florida corporation.

A. Lennar Homes, Inc. is the "Declarant", by virtue of having been assigned and succeeded to the status of such, under the Declaration of Protective Covenants of Lakefield West recorded August 1, 1989 in Official Records Book 6147, Page 1072, of the Public Records of Palm Beach County, Florida and rerecorded August 9, 1989 in Official Records Book 6155, Page 1852, of said public records (the "Declaration"). The capitalized terms used herein shall be as defined in the Declaration.

B. Article XVIII of the Declaration provides, in pertinent part, that Declarant has the absolute and unconditional right to unilaterally modify the Declaration.

C. Having conferred with the Board of Directors of the Association with respect to the matters set forth below, Declarant now desires to make certain amendments to the Declaration as hereinafter set forth.

NOW, THEREFORE, by virtue of the authority of Declarant as aforesaid, Declarant hereby makes and adopts the following amendments to the Declaration:

1. Article I is hereby amended by adding the following new definitions thereto:

CC. Limited Common Area: The term "Limited Common Area" shall mean and refer to a portion of the Common Areas adjacent to a Parcel which is set aside for exclusive use and maintenance by the Owner of such Parcel as provided in Section 5.4 hereof. The Limited Common Areas and their corresponding Parcels are set forth in Exhibit "2"

to this Declaration. [The Exhibit "2" to this Amendment is hereby made Exhibit "2" to the Declaration].

2. Article III is hereby amended by adding:

Section 3.5 Architectural Control. The Master Association may delegate all or some of its architectural control rights with respect to the Property to the Association. In the event of such a delegation, the Board of Directors of the Association or an Architectural Review Committee appointed thereby shall exercise such rights in accordance with the standards and procedures adopted by the Board of Directors of the Association, which standards and procedures shall be consistent with those of the Master Association.

3. Section 4.3 is hereby amended by deleting the second (2nd) sentence thereof and replacing same with:

Each residential dwelling constructed within Residential Area 2 (more particularly described in Exhibit "1" annexed hereto) shall contain no less than 2,000 square feet of air conditioned living area and no more than 3,000 of air conditioned living area. However, any home having an air conditioned living area containing square footage which is ten percent (10%) less or more of the foregoing lower and upper limits shall be deemed in compliance with this requirement.

4. Section 4.25 is hereby amended by adding "basketball backboards and hoops, play structures, exterior visible antennae, aerials, satellite dishes and other similar equipment" to the list of improvements contained in clause (i) of said section and by adding the following new paragraph thereto:

In the event that architectural control rights are assigned to the Association as contemplated in Section 3.5 hereof, then to the extent of such delegation, the approval required by this Section shall be given by the Association.

5. Article V of the Declaration is hereby amended by adding the following new Section thereto:

Section 5.4 Limited Common Areas. The portions of the Common Areas shown on Exhibit "2" hereto are Limited Common Areas appurtenant to their respective Parcels as also shown on Exhibit "2". As such, the Owner of the Parcel shall have the exclusive right to use, and shall be solely responsible for the maintenance of, his appurtenant Limited Common Area in accordance with the same standards and restrictions as are applicable to the Parcel. However, nothing herein shall obviate any requirements or restrictions of this Declaration, the Association, the Master Association or any governmental authority with respect to placing landscaping or improvements on the Limited Common Areas including, without limitation, restrictions pertaining to maintaining visibility at intersections.

6. Article VI, Section 6.2, subsection A. is hereby deleted in its entirety with subsection B. hereby redesignated as A. Additionally, the first sentence of subsection B. (now A.) is hereby amended by deleting "Except as otherwise specifically provided in Section 6.2 A. above,".

7. Section 6.2 is hereby further amended by adding the following new subsection:

B. In addition to maintaining the Parcel and appurtenant Limited Common Areas, each Owner shall maintain the landscaping in any drainage area, swale, lake maintenance easement, water management tract, canal or similar area adjacent to the Parcel to the edge of the water in the applicable lake, canal or other waterbody. Each Owner shall also comply with all requirements of the Master Association, Acme Improvement District or other entity owning or having regulatory control over such areas including, without limitation, with respect to any restrictions or requirements as to landscaping or improvements in such areas. The requirements of this provision shall also apply to the Association where a drainage area, swale, lake maintenance easement, water management tract, canal or similar area abuts Common Areas.

8. Section 7.2 is hereby amended to add:

Notwithstanding the foregoing, fines levied in accordance with the Bylaws shall be deemed Assessments (including, without limitation, with respect to the lien for same) and shall be an exception to the foregoing requirement for the equal, uniform rate of assessments.

9. Section 7.9 (b) is hereby deleted in its entirety.

10. Article VII is hereby amended by adding the following new section thereto:

Section 7.10 Master Association Assessments. If so requested by the Master Association, the Association shall collect all assessments due from Owners to the Master Association and promptly remit same to the Master Association. The procedure for such collection and remittance shall be that the Association shall receive payment of the Master Association assessments from all Owners into its own account and shall remit all Master Association assessments due on the Parcels to the Master Association in accordance with the Master Association Documents, notwithstanding that the Association may not have received from the Owners all payments allocable to Master Association assessments.

The failure of an Owner to pay Master Association assessments shall not relieve the Association of the obligation to remit Master Association assessments as aforesaid. Accordingly, the lien provided for herein for assessments in favor of the Association shall also be deemed a lien for the Association's enforcement of Master Association assessment obligations as aforesaid.

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In the event the Association shall fail to timely remit Master Association assessments to it as provided above, then the Master Association shall be entitled to take action against the Association and/or the Owners (including, without limitation, enforcement of the Master Association's lien - which shall be deemed superior to the Association's lien hereunder - on all of the Parcels in accordance with the Master Association Documents). In such event, however, any Owner shall be entitled to the release of the Master Association's lien on his Parcel upon the payment (directly to the Master Association) of all sums due with respect to such Parcel and such Owner shall thereupon have an action against the Association for the recovery of any sums paid by such Owner to the Association for the purpose of the Association then making a Master Association assessment payment.

IN WITNESS WHEREOF, Declarant has adopted the foregoing amendments as of the 29th day of September, 1994.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Rebecca S. Harper
Print Name: Rebecca S. Harper

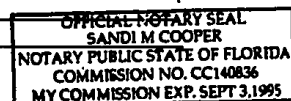
By: [Signature]
Print Name: Mark Shevory
Title: Vice President

Annette S. Gosselin
Print Name: Annette S. Gosselin

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I hereby certify that a true and correct copy of the foregoing was acknowledged before me this 29 day of September, 1994 by Mark Shevory as vice president of Lennar Homes, Inc., a Florida corporation on behalf of the corporation. Mark Shevory has produced N/A as identification of is personally known to me.

Sandi M. Cooper
Notary Public, State of Florida
Print Name: Sandi M. Cooper
Commission No.:
Commission Exp:



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EXHIBIT "2"

PARCEL

LIMITED COMMON
AREA

9
16
39
46
66
77
89

F
H
See Attached
K
P
J
G

all according to the Plat of LAKEFIELD OF THE LANDINGS AT WELLINGTON
P.U.D. - Plat 3B, recorded in Plat Book 63, Page 38 of the Public Records of Palm Beach
County, Florida.

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G

according to the Plat of LAKEFIELD OF THE LANDINGS AT WELLINGTON
P.U.D. - Plat 3A, recorded in Plat Book 63, Page 33 of the Public Records of Palm Beach
County, Florida.

DESCRIPTION

A tract of land being a portion of Parcel "B" as shown on the plat of "LAKEFIELD OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3B" (for convenience to be hereinafter referred to as "PLAT 3B") as recorded in Plat Book 63, Page 38 of the Public Records in and for Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 38 as shown on said "PLAT 3B"; thence North 72°49'20" West along the North line of said Lot 38, same line also being the platted limits of said Parcel "B", for 73.11 feet; thence North 49°04'02" East, for 28.26 feet to the Southeast corner of Lot 39 as shown on said "PLAT 3B"; thence North 49°04'02" East along the Southeasterly line of said Lot 39 and the said platted limits of Parcel "B", for 128.24 feet; thence South 02°55'07" East along the Southwesterly Right-of-Way line of Canosa Court as shown on said "PLAT 3B" and the said platted limits of Parcel "B", for 26.13 feet; thence Southwesterly along the arc of a not-tangent curve concave to the Southeast having a radius of 385.00 feet and a central angle of 16°24'53" (the radius point bearing South 54°54'10" East from the arc beginning), same line also being the Northwesterly Right-of-Way line of Corsica Drive as shown on said "PLAT 3B" and the platted limits of Parcel "B", for 110.80 feet to the POINT OF BEGINNING.

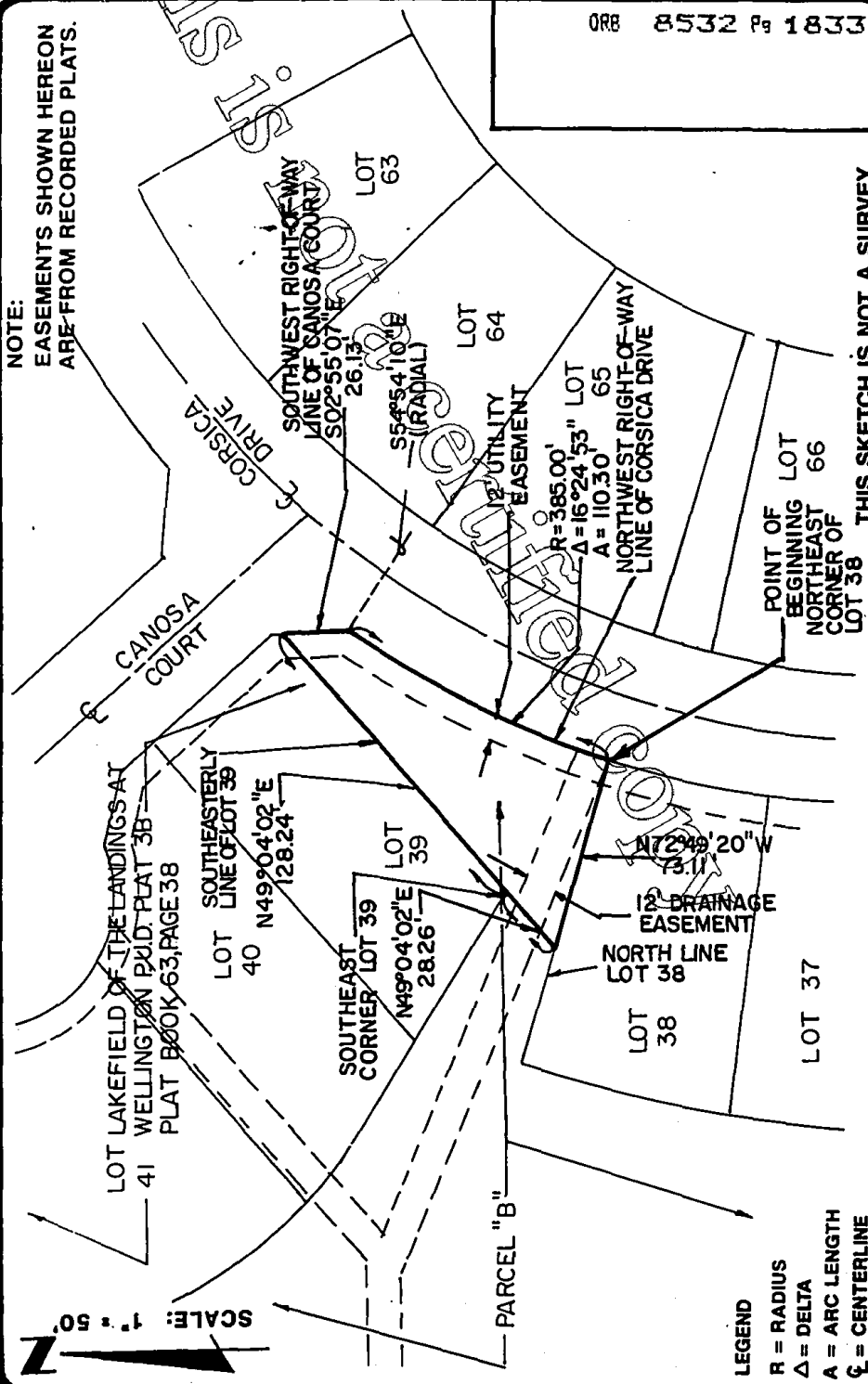
Containing 0.12 Acres, more or less.

Attachment to Exhibit "2" (three pages)

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 GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC. ONE HARVARD CIRCLE WEST PALM BEACH, FLORIDA	JOB NO. 94-202.1 SHEET 1 of 3		SKETCH AND DESCRIPTION PORTIONS OF PARCEL "B" OF LAKEFIELD OF THE LANDINGS AT WELLINGTON P.U.D.-PLAT 3B		DESG. J.A.D. DRAWN J.A.D. CHECK J.A.D. APPR. J.A.D. DATE 2/26/94	NO. DATE BY 1 1/26/94 J.A.D.	REVISION DESCRIPTION

NOTE:
EASEMENTS SHOWN HEREON
ARE FROM RECORDED PLATS.



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THIS SKETCH IS NOT A SURVEY

SKETCH AND DESCRIPTION
PORTIONS OF PARCEL "B" OF
LAKEFIELD OF THE LANDINGS AT
WELLINGTON P.U.D.-PLAT 38

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
ONE HARVARD CIRCLE
WEST PALM BEACH, FLORIDA

LEGEND
R = RADIUS
Δ = DELTA
A = ARC LENGTH
C = CENTERLINE

2 14-202.1 3

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NOTES

1. This is NOT a survey but only a graphic depiction to accompany the description shown hereon. There has been no field work, on-site inspection of the subject property or monuments set in connection with the information shown hereon.
2. Bearings shown hereon are relative to the East line of Lot 39 of "LAKEFIELD OF THE LANDINGS AT WELLINGTON P.U.D. PLAT 3B" which bears North 49°04'02" East.
3. Dimensions shown hereon are in feet and decimal parts thereof and are based on the definition of a foot as adopted by the United States Bureau of Standards and refer to the horizontal plane.
4. The sketch and description shown hereon was prepared without the benefit of a title examination or search and is based on information provided by Client and/or agents of the Client, subsequently the undersigned and Gee & Jenson Engineers-Architects-Planners, Inc. make no representations or guarantees as to the information reflected hereon pertaining to Easements, Rights-of-Way, Setback lines, Reservations, Restrictions, Agreements and other similar matters which should be obtained and confirmed by others through appropriate title verification.
5. There may be certain existing Agreements, Easements, Rights-of-Way, Restrictions, Reservations and other similar matters that are not recorded in the Public Records which may affect the lands shown hereon.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE AND WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

FOR THE FIRM OF GEE & JENSON, ENGINEERS-ARCHITECTS-PLANNERS, INC.

BY:

James A. Davis
JAMES A. DAVIS, P.L.S.
FLORIDA SURVEYING LICENSE NO. 4609

REPRODUCTIONS OF THIS CERTIFICATE ARE NOT VALID UNLESS SEALED WITH MY EMBOSSED SURVEYOR'S SEAL.

SKETCH AND DESCRIPTION
PORTIONS OF PARCEL "B" OF
LAKEFIELD OF THE LANDINGS AT
WELLINGTON P.U.D.-PLAT 3B

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
ONE HARVARD CIRCLE
WEST PALM BEACH, FLORIDA

94-11-2021
3 3

CONSENT BY FOURTH WELLINGTON, INC.

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DOROTHY H. WILKEN, CLERK PB COUNTY, FL

FOURTH WELLINGTON, INC., a Florida corporation not for profit, does hereby consent to the foregoing amendment.

FOURTH WELLINGTON, INC., a
Florida corporation not for profit

By: Tammy McDonald
Tammy McDonald, President

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29 day of Sept., 1994 by Tammy McDonald as President of Fourth Wellington, Inc., a Florida corporation not for profit, on behalf of the corporation. Tammy McDonald is personally known to me or has produced NIA as identification.

Sandi M. Cooper
NOTARY PUBLIC

Print Name: Sandi M. Cooper

Commission Exp: _____

Commission No.: _____

OFFICIAL NOTARY SEAL
SANDI M COOPER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC140836
MY COMMISSION EXP. SEPT 3, 1995