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 Sharon R. Bock, CLERK & COMPTROLLER
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PREPARED BY AND RETURN TO:
 WILL CALL BOX #45
 HILLEY & WYANT-CORTEZ, P.A.
 860 US Highway One, Suite 108
 North Palm Beach, FL 33408
 (561) 627-0009

**CERTIFICATE OF RESOLUTION ADOPTING AMENDMENTS TO THE WELLINGTON
 DOWNS HOMEOWNERS ASSOCIATION, INC., DECLARATION OF RESTRICTIONS**

WHEREAS, the WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC. is a Florida corporation not-for-profit as filed with the Secretary of State on June 20, 1989, whose Document Number is N32883, and

WHEREAS, the Wellington Downs Homeowners Association, Inc., is a homeowner association as set forth in that certain Declaration of Restrictions for Wellington Downs as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 6528, Page 1734, each owner being subject to the said Declaration, Articles of Incorporation of the Wellington Downs Homeowners Association, Inc. and By-Laws of Wellington Downs Homeowners Association, Inc., and

WHEREAS, the aforescribed Declaration of Restrictions permit it to be amended from time to time by the membership, and

WHEREAS, in compliance with the requirements of the above Declaration of Restrictions, the membership has amended same as hereinafter set forth,

IT IS HEREBY,

RESOLVED, that the following amendments were adopted as required by the Declaration of Restrictions for Wellington Downs:

I. ARTICLE VIII, USE OF PROPERTY, Section 2 (“Maintenance of Property”), to is hereby amended to read as follows:

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for elsewhere in this Declaration, each Owner shall:

- (a) Maintain the exterior of his Living Unit, walls, ~~private fences~~ and roof of his Living Unit in good condition and repair; and
- (b) ~~Install and thereafter maintain in attractive and viable condition, total yard landscaping, including but not limited to the front, side and backyards, in accordance with the provisions of this Article;~~
- (c) Maintenance of the Lot perimeter wall (the exterior Living Unit wall located on the Lot line) shall be the obligation of the Owner of the Living Unit situated on said Lot. Such Owner shall have an easement over the Lot adjacent to the Lot perimeter wall as provided in Article X, in order to maintain and repair said perimeter wall. However, in no event shall such Owner cut a window or any opening in said perimeter wall without the prior written consent of WELLINGTON DOWNS, the ARB and without first complying with all

requirements of Palm Beach County, Florida. Nor shall any Owner make any structural changes in the walls, including, but not limited to, change in paint color, without the express written approval of Wellington Downs and the ARB. In the event the Board of Directors of Wellington Downs shall determine that the Lot perimeter wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board of Directors and the ARB. In the event such repair is not so accomplished by said adjacent Owner, within 30 days, unless extended by the Board of Directors of Wellington Downs, Wellington Downs or its designated committee shall have the right of reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be charged to adjacent Lot Owner, and if not paid in a timely manner, shall become an Individual Assessment upon such adjacent Lot.

(d) ~~Party fences shall be the joint maintenance obligation of the Owners of the Lots bordering the fence. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. In the event of damage or destruction of the party fence from any cause whatsoever, other than negligence or wilful misconduct of one of the adjacent Lot Owners, the Owners shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board of Directors of Wellington Downs, and such Owners shall have the right to full use as herein contained of said fence repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party fence, such expense shall be shared equally by the Owners of adjoining Lots. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it shall initially be constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board of Directors of Wellington Downs, and to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other Lot Owner may have such fence repaired or reconstructed and shall be entitled to a lien on the Living Unit of the Lot Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.~~

(e) In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements thereon, as provided herein, Wellington Downs, after notice to the Owner as provided in the By-Laws and approved by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon any

Lot to correct drainage and to repair, maintain and restore the exterior of the Living Units and its outbuilding ~~and fences~~ and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Individual Assessment upon such Lot.

II. NEW Section 2A is added TO ARTICLE VIII, USE OF PROPERTY, Section 2(a) ("Association Maintenance Obligations"), as follows:

Section 2A. Association Maintenance Obligations. The Association shall be responsible for the following, the expense of which shall be deemed a common expense unless due to the negligence of a unit owner, their guests, invitees, tenants, and/or agents, which such costs associated with said negligence shall be that of the Unit Owner(s) and shall become an individual assessment against the Lot:

The Association shall be responsible for the maintenance, repair and replacement of all landscaping, irrigation, tree trimming and fencing, including but not limited to party fencing, located on common areas or on individual lots. Accordingly, the Lot Owners hereby convey the right of entry to the Association to perform said maintenance, repair and/or replacement.

****The foregoing text which is underlined is added and that which is ~~stricken out~~ is deleted.****

THE FOREGOING AMENDMENTS were passed by affirmative vote of at least 66 2/3% of the membership (unit owners) in compliance with the Declarations of Restrictions.

IN WITNESS WHEREOF, WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Certificate of Amendment to the Declarations of Restrictions set forth above, of the Wellington Downs Homeowners Association, Inc., to be executed this 15 day of June, 2006.

Signed, sealed and delivered
In the presence of:

WELLINGTON DOWNS
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness Jean Kushay
[Signature]
Witness Kimberly A. Pirozzi

By: [Signature]
Luis Ramos, President

ATTEST:
[Signature]
Shannon Artisi, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 15 day of June, 2006 by Luis Ramos
Shannon Artisi, the President and Secretary, respectively of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced driver's license as identification and who have not taken an oath.

Joan Kushay
Notary Public
My Commission Expires:

