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DECLARATION OF RESTRICTIONS

FOR

WELLINGTON DOWNS A PART OF WELLINGTON P.U.D.

THIS DECLARATION, made this 12th day of July, 1990, by
DBG 95, INC., a Florida corporation, its successors assigns,
hereinafter called "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property
described on Exhibit A attached hereto and made a part hereof
("Property") and desires to create thereon a planned community with
certain community facilities for the benefit of the said community;
and

WHEREAS, Declarant desires to provide for the
preservation and enhancement of the property values, amenities and
opportunities in said community and for the maintenance of the
properties and improvements thereon, and to this end desires to
subject the Property to the covenants, restrictions, easements,
charges and liens hereinafter set forth, each and all of which is
and are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the
efficient preservation of the values and amenities in said
community, to create an agency to which should be delegated and
assigned the powers of owning, maintaining and administering
certain common facilities as specified herein and administering and
enforcing the covenants and restrictions and collecting and
disbursing the assessments and charges hereinafter created, and
promoting the recreation, and welfare of the residents; and

WHEREAS, Declarant has incorporated under the laws of the
State of Florida the Wellington Downs Homeowners Association, Inc.,
as a non-profit corporation for the purposes of exercising the
functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as may from time to time be amended.

Section 2. "WELLINGTON DOWNS" and "ASSOCIATION" shall mean and refer to WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "Declarant" shall mean and refer to DBG 95, Inc., a Florida corporation, its assigns, or any successor or assign to all or substantially all of its interests in the development of said Properties.

Section 4. "The Properties" and "Property" shall mean and refer to all real property described in Exhibit A subject to the Declaration.

Section 5. "Common Facilities" shall mean and refer to those areas of land shown on any recorded plat of the Properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members.

Section 6. "Living Unit" shall mean and refer to any structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of roads and Common Facilities as heretofore defined. The term shall include a Living Unit.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of Wellington Downs as same may be from time to time amended.

Section 10. "Assessments": The following meanings shall be given to the assessments hereinafter defined:

(a) "General Assessment" shall mean the amount which is to be paid by each Owner to Wellington Downs for Common Expenses.

(b) "Special Assessment" shall mean a charge against each Owner and his Lot representing a portion of the cost to Wellington Downs for reconstruction of any portion or portions of the Common Facilities pursuant to the provisions of this Declaration or for installation or construction of any capital improvement on any of the Common Facilities which Wellington Downs may from time to time authorize pursuant to the provisions of this Declaration or for reserves for replacement if such are budgeted by the Board of Directors of Wellington Downs.

(c) "Individual Assessment" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, to reimburse Wellington Downs for costs incurred in bringing the Owner and his Lot into compliance with the provisions of this Declaration, the Articles of Incorporation and By-Laws for Wellington Downs Homeowners Association, Inc., any rules promulgated with respect to the Properties, or any other charge designated as a Special Assessment in this Declaration, the Articles, By-Laws or the Rules, together with attorneys' fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

"Master Association Assessment" shall mean that amount which is to be paid by each Owner to the Master Association pursuant to the Articles of Incorporation and By-Laws of the Master Association.

Section 11. "Common Expenses" shall mean and refer to the actual and estimated costs of:

(a) maintenance, management, and operation of the Common Facilities, and all other areas which are maintained by Wellington Downs;

(b) unpaid Special and Individual assessments;

(c) costs of management and administration of Wellington Downs, including, but not limited to, compensation paid by Wellington Downs to managers, accountants, attorneys and employees;

(d) the costs of fire, casualty, liability, workmen's compensation, and other insurance covering the Common Facilities;

(e) the costs of any other insurance obtained by Wellington Downs;

(f) any sums due the Master Association from Wellington Downs;

(g) the costs of bonding of the members of the Board of Directors of Wellington Downs, any professional managing agent or any other person handling the funds of Wellington Downs;

(h) taxes paid by Wellington Downs;

(i) amounts paid by Wellington Downs for discharge of any lien or encumbrance levied against the Common Facilities or portions thereof;

(j) costs incurred by the Architectural Review Board or other committees of the Master Association or Wellington Downs; and

(k) the costs of any other item or items designated by, or in accordance with other expenses incurred by Wellington Downs for any reason whatsoever in connection with the Common Facilities, this Declaration, the Articles or By-Laws of Wellington Downs, or in furtherance of the purposes of Wellington Downs or in the discharge of any obligations imposed on Wellington Downs by this Declaration.

Section 12. "Membership Agreement" shall mean and refer to the agreement provided for in Article III hereof entitled "Association Membership."

Section 13. "Plat" shall mean and refer to the Plat of WELLINGTON DOWNS, A PART OF WELLINGTON P.U.D. as recorded in Plat

Book 63, at Page 175, of the Public Records of Palm Beach County, Florida.

Section 14. "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to Article III of this Declaration entitled "Association Membership", including Declarant so long as Declarant qualifies for membership pursuant to said Article.

Section 15. "Master Association" shall mean and refer to First Wellington, Inc., its successors and assigns.

Section 16. "Directors" or "Board of Directors" shall mean directors of the Association.

Section 17. "Institutional Mortgagee" shall mean any bank, the Federal National Mortgage Association (FNMA), insurance company, federal or state credit union, FHA approved mortgage lending institution, recognized pension fund investing in mortgages, federal or state savings and loan associations, Declarant or any other lender approved in writing by the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

A. The real property subject to this Declaration has heretofore been platted as WELLINGTON DOWNS, A PART OF WELLINGTON P.U.D., recorded in Plat Book 63, Page 175, of the Public Records of Palm Beach County, Florida.

B. The land described in Exhibit A hereto is classified as a zero lot line type, single-family use area. The individual numbered parcels of land depicted in Exhibit A are hereafter sometimes referred to as "Lots." The Common Facilities shall be used by Members of the Wellington Downs Homeowners Association, Inc., subject to the rules and regulations of Wellington Downs. The intent of this Declaration is to establish Protective Restrictions and administrative procedures applicable to all of said use area.

ARTICLE III

ASSOCIATION MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to Assessment by Wellington Downs shall be a mandatory member of Wellington Downs. The foregoing is not intended to include persons or entities who hold an interest merely as lessee or as security for the performance of an obligation. All Members of the Wellington Downs Homeowners Association, Inc. shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof. Each Owner of a Lot shall be entitled to vote as provided in the By-Laws.

Section 2. Membership Agreement. Every purchaser other than a purchaser from Declarant must execute a Membership Agreement in the form attached hereto as Exhibit B, or as modified from time to time by Wellington Downs, and deliver the same to Wellington Downs prior to the recording of a deed conveying fee title to a Lot to such Purchaser. Wellington Downs shall deliver a Certificate of Compliance in recordable form to each purchaser upon receipt of a properly executed Membership Agreement, which Certificate of Compliance shall evidence each purchaser's compliance with this provision. No Certificate of Compliance for purchasers from Declarant shall be required. Each Owner must notify the immediate transferee of his Lot of such transferee's obligation to so execute and deliver a Membership Agreement, but failure to so notify a transferee shall not relieve such transferee of his obligation under this Section.

The failure of a purchaser to execute the Membership Agreement as required and obtain and record a Certificate of Compliance in the Public Records of Palm Beach County, Florida, shall render any attempted transfer of a Lot without force and effect. The purchaser, however, shall be responsible for all assessments but shall not have voting rights in the Association until compliance with this section. Provided, however, in the event any holder of an approved mortgage shall foreclose its

mortgage or accept a deed in lieu of foreclosure, such holder or any purchaser at a foreclosure sale, shall not be subject to the provisions of this Section.

ARTICLE IV

COMMON FACILITIES

Section 1. Obligations of Wellington Downs. Wellington Downs, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Facilities and all improvements thereon (including all personal property related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Members' Right of Enjoyment. Subject to the provisions of Section 3 herein, every Owner shall have a right of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Facilities.

Section 3. Extent of Members' Right of Enjoyment. The Members' right of enjoyment created hereby shall be subject to the following:

(a) The right of Wellington Downs to establish reasonable rules and regulations for the use of the Common Facilities;

(b) The right of Wellington Downs to suspend the right of an Owner to use the Common Facilities for any period during which any Assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of Wellington Downs to suspend the right of any Owner, his guest or tenant who has not executed and delivered a Membership Agreement, to use the Common Facilities; the right of Wellington Downs to suspend the right of a Member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Book of Resolutions;

(c) The right of Wellington Downs to mortgage any or all of the Common Facilities for the purposes of improvement or repair

to the Common Facilities pursuant to approval of two thirds (2/3) of the votes of the Owners other than the Declarant. Owners may vote in person or by proxy at a regular meeting of Wellington Downs or at a meeting duly called for this purpose;

(d) The right of Wellington Downs to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Directors of Wellington Downs and 2/3 vote of the Members other than the Declarant. No such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of Wellington Downs agreeing to such dedication or transfer has been recorded.

(e) Wellington Downs may not alienate in any way or convey the Common Facilities and amenities thereon without the prior approval of all holders of outstanding first mortgages against any and all Property or Properties that are governed by this Declaration or amendments thereto; provided, however, this provision shall not be applicable for easements for public utilities, television, storm and sanitary sewer or road right-of-way or rights-of-way in favor of Acme Improvement District, and all other entities providing such facilities and services.

(f) Notwithstanding any provisions contained in this Declaration to the contrary, annexation of additional properties, dedication of common area, and amendments of this Declaration of Restrictions shall require the prior written approval of the U. S. Department of Housing and Urban Development/Veterans Administration, until seventy-five (75%) percent of the lots or units are conveyed to owners other than the Developer.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on a Lot, subject to such general regulations as may be established from time to time by Wellington Downs, and included within the Book of Resolutions.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments.

The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Wellington Downs the following: (1) annual General Assessments, (2) Special Assessments and (3) Individual Assessments, such Assessments to be established and collected as hereinafter provided.

All such Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon, late charges, and costs of collection thereof, including reasonable attorneys fees and costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and all costs of such foreclosure including reasonable attorneys fees and cost of Wellington Downs shall be secured by said lien.

Section 2. General Assessment.

(a) Purpose of Assessment. The General Assessment levied by Wellington Downs shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and to pay the Common Expenses as set out in Article I, Section 11.

(b) Basis for Assessment.

(1) Residential Lots: Each Lot which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant, its successors or assigns.

(c) Method of Assessment. By a vote of two-thirds (2/3) of the Directors, the Board of Directors of Wellington Downs shall fix the annual Assessment upon the basis provided above, provided, however, that the annual Assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board of Directors shall set the date(s) such Assessments shall become due. The Board of Directors may provide for collection of Assessments annually or in monthly, quarterly, or semi-annually installments; provided however that upon default in the payment of any one or more installments the entire Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements.

In addition to the annual Assessments authorized above, Wellington Downs may levy in any Assessment year a Special Assessment applicable to that year and not more than the next two succeeding years for the purpose of reserves for replacement if such are budgeted by the Board of Directors or defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities including fixtures and personal property related thereto, providing that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose and the prior written consent of Declarant for so long as Declarant shall own a Lot in the Properties. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Facilities or abandonment of his Lot.

Section 4. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the

lien of any first mortgage, or other mortgage given in favor of an Institutional Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. All Institutional Mortgagees holding first mortgages on Lots in the Properties may, upon written request to Wellington Downs: (a) receive timely written notice of meetings of Wellington Downs; (b) inspect the financial records and similar documents at reasonable intervals during the normal business hours; (c) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to the Declaration, By-Laws, or Articles of Incorporation; and (d) receive timely written notice of any substantial damage or destruction to the Common Facilities and/or amenities. Notwithstanding any provisions herein, no land or improvements devoted to and used for dwelling use shall be exempt from said Assessments, charges, or liens except those units owned by Declarant, its successors or assigns.

Notwithstanding all of the provisions of this Section 4, where an Institutional Mortgagee, or other mortgagee approved in writing by Wellington Downs, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage, held by an Institutional Mortgagee, or as a result of a deed given in lieu of foreclosure of Mortgage held by an Institutional Mortgagee, such acquirer of title, its successors and assigns, shall not be liable for the Assessments levied by Wellington Downs pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of such foreclosure or deed in lieu of foreclosure, unless such share is secured by a claim of lien for Assessments which is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of the Assessments shall be deemed to be collectable from all of the Owners, including such acquirer, its successors and assigns. An Owner acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure, may not, during the

period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of Assessments coming due during the period of such ownership.

Section 5. Annual Budget. Prior to the collection of any Assessments from the Owners, the Board of Directors of Wellington Downs shall adopt by a two-thirds (2/3) vote of the Directors, an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 6. Exempt Property. The following portions of the Properties shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by, or otherwise acquired by a public authority; and (b) the Common Facilities. However, no land or improvements devoted to residential use shall be exempt from said Assessments.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "Delinquency Date"). If any such Assessment is not paid within thirty (30) days after the Delinquency Date, a late charge of Ten Dollars (\$10.00) shall be levied and the Assessment shall bear interest from the Delinquency Date, at the rate of eighteen percent (18%) per annum. Wellington Downs may, at its option, and without waiving the right to foreclose its lien against the Lot, bring an action at law against the Owner personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section 2 of this Article, to foreclose the lien against the Lot. If action for collection of a delinquent assessment is commenced whether suit be brought or not, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action if one is prepared, and reasonable attorneys' fees and cost incurred in connection with the commencement of such action, whether suit be brought or not, and in the event a judgment is

obtained, such judgment shall include said late charge, interest and a reasonable attorney's fees and costs, together with the costs of such action. Each Owner vests in Wellington Downs or its assigns, the right and power to bring all actions at law, equity or lien foreclosure against such Owner or other Owners for the collection of such delinquent Assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by Wellington Downs in the office of the Clerk of the Circuit Court of Palm Beach County, Florida; said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at the rate of eighteen percent (18%) per annum, a late charge of Twenty-Five Dollars (\$25.00), plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Said Assessment lien may be enforced by sale by Wellington Downs, its attorney or any other person authorized to make the sale after failure of the Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period. Wellington Downs, through its duly authorized agents, shall have the power to bid on the Lot, using Wellington Downs funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely payment, or other satisfaction, of (i) all delinquent assessments specified in the notice of claim of lien, (ii) all other Assessments which have become due and payable with respect to the Lot as to which such notice of claim of lien was recorded and (iii) interest, late charges and attorneys' fees pursuant to this Declaration and the

notice of claim of lien which have accrued, officers of Wellington Downs or any other person designated by the Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by Wellington Downs, but not to exceed Twenty-Five Dollars (\$25.00) to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which Wellington Downs and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The Architectural Review Board (hereinafter referred to as "ARB") consisting of five (5) or more persons shall be appointed by the Board of Directors of Wellington Downs.

Section 2. Purpose. The ARB shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to, in ARB's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ARB authority to regulate, control or determine external design, appearance, use or location of Lots under development, to be developed, or dwellings, structures, buildings and outbuildings under construction, or to be constructed or marketed or sold by the Declarant, its successors or assigns.

Section 3. General Provisions.

(a) The ARB may delegate its plan review responsibilities to one or more members of the ARB or to Wellington Downs. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or

disapproval by the entire ARB. Unless any such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the ARB shall be the principal office of the Association as designated by the Board of Directors pursuant to the By-Laws. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

(c) The ARB shall establish time limitations for the completion of any architectural improvements for which approval is required pursuant to the Architectural Standards.

(d) Plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the ARB, the members thereof, the Association, its members, the Board of Directors or Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications

Section 4. Procedures. In the event the ARB fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted; however, no violation of any Deed Restriction and no violation of any of the Rules and Regulations may be allowed to remain solely because of the failure of the ARB to respond within thirty (30) days.

Section 5. Appeal. In the event plans and specifications submitted to the ARB are disapproved thereby, the party or parties making such submission may appeal in writing to the Board of Directors. The written request must be received by the Board of Directors not more than thirty (30) days following the final decision of the ARB. The Board of Directors shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board of Directors may reverse or modify the ARB decision by a two-thirds (2/3) vote. The failure of the Board

of Directors to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

Section 6. Conditions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the ARB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, made or done, nor any color thereof changed without the prior written approval of the ARB.

(b) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, landscaping plan and plot plan showing the proposed location of such buildings or structure, drives, parking areas, and landscaping, and construction schedule shall have been approved in writing by the ARB, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the ARB upon any reason, including purely aesthetic conditions, which in the sole discretion of the ARB shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished to the ARB for its records.

(c) Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with stucco approved by the ARB or other material approved by the ARB.

(d) No Lot shall be used as a dumping ground for rubbish, trash, or garbage. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except as may be actually required for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ARB.

(e) No fence, wall, hedge or shrub planting shall be permitted on any Lot, except as may be approved by the ARB.

(f) No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot without the written permission of the ARB and the ARB shall have the right in its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

(g) No clothing, laundry or wash shall be aired or dried on any portion of the Lots in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the ARB and only when protected from view by screening or fencing approved by the ARB.

(h) No television or other outside antenna system or facility or satellite dish shall be erected or maintained on any Lot to which cable television service is then currently available except with the specific consent of the ARB which consent may be unreasonably withheld.

(i) Unless specifically excepted by the ARB, all improvements for which an approval of the ARB is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.

Section 7. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the

development and operation of the herein described Properties. Enforcement of these covenants and restrictions shall be by any Lot Owner or by Wellington Downs by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby. Any person(s) violating or attempting to violate any of these restrictions shall be obligated to pay Wellington Downs all of Wellington Downs' reasonable attorneys' fees and costs incurred, whether suit is brought or not, which sums shall be secured by a lien against any Lot owned by said person(s). The failure or forbearance by Wellington Downs to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The grounds on each Lot shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot in a neat and attractive condition, Wellington Downs or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such Lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to Wellington Downs for the cost of any cutting, removing of debris, clearing and maintenance described above, the cost of which may be assessed as an Individual Assessment. The liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot enforceable by Wellington Downs by any appropriate proceeding at law or in equity. Although notice given as hereinabove provided shall be sufficient to give the ARB or its

designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 A.M. and 6:00 P.M. Said permanent charge and lien shall be subordinate to the lien of any first mortgage in favor of an Institutional Mortgagee and shall secure Wellington Downs' reasonable attorneys' fees and costs. Such lien shall be foreclosable in the manner provided in Article VI above.

(d) Invalidation of any one of these covenants by judgment or court orders shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Declarant in deeds of conveyance as provided above, and Declarant shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

(e) The failure of the ARB to insist on any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

(f) Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions, the Master Association and the restrictions of this declaration, the more restrictive provisions shall apply.

ARTICLE VIII
USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. The Lots shall be used for zero lot line type, single-family residence purposes only. The Lots described in Exhibit A hereto are zero lot line type, single-family lots and shall not be subdivided into smaller lots, nor shall an Owner alienate or devise by sale, lease or otherwise a portion or portions of a Lot but shall hold or alienate the same only as one continuous Lot. Only one single-family residence of the type contemplated herein, each called a "Living Unit", shall be constructed on a Lot in addition to outbuildings, such as pool-houses, cabanas, storage sheds, garages and greenhouses, for use in connection therewith as may be approved by the ARB.

(b) Unless specifically excepted by Declarant, all Living Units shall have a ground floor minimum area of 1300 square feet in the case of one-story dwellings, and a minimum total floor area of 1400 square feet in the case of one and one-half or two-story structures, exclusive of garages, porches and terraces. Unless specifically excepted by Declarant, each Living Unit shall have, as a minimum, a fully enclosed one car garage.

(c) Nuisances. No nuisance shall be permitted to exist or operate upon any of the Properties so as to be detrimental to any other Property in the vicinity thereof or its occupants.

(d) Commercial Use. Subject to Section 5 entitled "Construction and Sales" of Article X hereof entitled "Easements", no part of a Lot or Living Unit shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes.

(e) Vehicles. No trailer, camper, boat, bus, commercial truck, commercial van, mobile home, motor home, trailer coach, tractor, or similar equipment shall hereafter be permitted to remain upon any Lot, unless placed or maintained within an enclosed

garage, or unless obscured from view of adjoining Lots, streets, or alleys by a fence or appropriate screen, nor permitted to be parked other than temporarily, on any street, alley or Common Facilities within the Properties. For purposes of this Section, commercial trucks and commercial vans shall include all trucks or vans which bear signs or have printed on the sides, front, rear of same a reference to any commercial undertaking or enterprise.

"Temporary parking" shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to Wellington Downs or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes.

Any fence or screen required under this Section shall comply with any standards promulgated by the ARB as to size, color, or other qualification for permitted fences or screens.

(f) Animals. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors of Wellington Downs. Notwithstanding the foregoing, no animals may be kept on the Lots which in the judgment of the Board of Directors of Wellington Downs or a Committee selected by said Board of this purpose, result in an annoyance or nuisance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Properties except within a fenced-in portion of a Lot.

(g) Unsightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. All refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining streets, lots, alleys or Common Facilities nearest such portion of the property. Any fence or screen required by this Section shall comply with any standards

promulgated by the ARB as to size, color or other qualifications for permitted fences or screens.

(h) Other Restrictions. Wellington Downs shall adopt general rules to implement the purposes set forth in Article VII, Section 2, and interpret the covenants in this Section, including, but not limited to, rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties satellite dishes and solar heating systems. Such general rules may be amended by an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions. The rules shall not contravene any provision of this Declaration or the Articles of Incorporation, By-Laws, Declaration of Restrictions or Rules and Regulations of First Wellington, Inc. the Master Association.

(i) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the board of directors of the Master Association can show good cause and acts in accordance with adopted guidelines and procedures.

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 of 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 at 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.

Section 3. Maintenance of Common Facilities.

(a) Streets and Access Tracts. Responsibility for maintaining the streets and access tracts dedicated to Wellington Downs upon the Plat, shall exist with Wellington Downs. Such

maintenance shall include construction, repair and general maintenance of the pavement, drainage structures, any common fences adjoining the streets and access tracts, traffic and street signs and signalization and other such traffic control devices, all in accordance with the standard of maintenance shall be assessed against the Members of Wellington Downs as a General Assessment.

(b) Open Space and Recreation Tracts. Certain tracts as shown on the Plat have been designated as open space and recreation tracts, and have been dedicated to Wellington Downs. Responsibility for maintaining said tracts shall also exist with Wellington Downs. The costs of such maintenance shall be assessed against the members of Wellington Downs as a General Assessment.

(c) Common Fences. Those fences which directly adjoin the Common Facilities shall be considered common fences and shall be the maintenance obligation of Wellington Downs. One hundred percent (100%) of the costs thereof shall be assessed against the members of Wellington Downs as a General Assessment.

(d) In the event of the dissolution, failure or inability of Wellington Downs Homeowners Association, Inc. to perform its maintenance and/or improvement responsibilities, then the Owners of Lots described herein shall be governed by First Wellington, Inc. (Master Association), and it shall then have all of the rights and obligations herein granted upon and to Wellington Downs.

Section 4. Platted Open Spaces. No portion of the Plat or replat thereof containing an open space shall be vacated in whole or in part unless the entire Plat or replat is vacated.

Section 5. Destruction of Improvements. In the event any Living Unit on any Lot is destroyed or removed by or for any cause, said Living Unit, if replaced, shall be replaced with a Living Unit of at least similar size and type, however, not exceeding the dimensions of the previous unit. In addition, any reconstructed Living Unit shall be located within the confines of the Lot exactly as it was located at the time of its initial construction. There shall be deemed to be a re-construction easement over that area designated as a sideyard easement in Section 4 of Article X herein

for the purpose of re-constructing the Living Unit #n the Dominant Tenement.

Section 6. Eminent Domain. The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Facilities, the Members of Wellington Downs hereby appoint the Board of Directors and such persons as the Board of Directors may delegate to represent all of the members in connection with the taking. The Board of Directors shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to Wellington Downs. In the event of a total taking, the Board of Directors may in its sole discretion retain any award in the general funds of Wellington Downs or distribute prorata all or a portion thereof to the Members. The right of an Owner and the mortgagee of his Lot as to such prorata distribution shall be governed by the provisions of the mortgage encumbering such Lot.

ARTICLE IX

INSURANCE

Wellington Downs shall obtain bodily injury, property damage, and personal injury insurance in such amounts and providing such coverage as the Board of Directors of Wellington Downs may determine from time to time insuring the Common Facilities. Wellington Downs shall also obtain fire and casualty insurance with extended coverage insuring any personal property owned by Wellington Downs in and for the interest of Wellington Downs in a company acceptable to the standards of the Board of Directors in an amount equal to the maximum insurance replacement value, as determined from time to time by the Board of Directors.

Owners of Lots within the Properties shall obtain fire and casualty insurance with extended coverage for the full replacement value of the Living Unit and all other buildings on such Owner's Lot, and liability insurance. Each Owner shall deposit with

Wellington Downs a certificate or certificates of insurance certifying that such person has in force the fire and casualty insurance, and liability insurance as required by this provision. All such insurance policies shall provide for not less than ten (10) days prior notice to Wellington Downs of cancellation. Should any Owner fail to comply with the provisions herein, Wellington Downs shall have the right to procure such insurance as is provided for herein, and which the Owner has failed to purchase, and assess the Owner for the cost thereof as a Special Assessment.

Following any fire or other casualty, the Owner shall be obligated to clear the Lot of all debris and rebuild within a reasonable time.

ARTICLE X

EASEMENTS

Section 1. Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant or the easements created or described in this Declaration without prior written approval of Declarant and any attempt to do so shall have no effect.

Section 2. Utility Easements. There is hereby reserved to the Declarant an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Declarant, together with the right to grant and transfer the same. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 3. Declarant's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of a Lot, the Declarant reserves a blanket easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health,

safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 4. Sideyard Easements. There is hereby reserved to Declarant, together with the right to grant and transfer the same to the Owners of the Lots described in this Section as "Dominant Lots", sideyard easements which shall be described, conveyed or reserved in a Special Warranty Deed from Declarant for each Lot, which easements shall be appurtenant to the Lots described as the "Dominant Tenement", and which easements shall burden the Lots described as the "Servient Tenement". Such easements shall be as follows:

(a) In favor of the Dominant Tenement over the Servient Tenement for the purpose of accommodating the natural settlement of Living Units and structures;

(b) Over the portion of the Servient Tenement described in the above referenced Special Warranty Deed, for the purposes of drainage, building and fence maintenance and purposes related thereto, subject to the following provisions:

(i) The Owner of the Dominant Tenement shall have the right at all reasonable times and after prior notice to the Owner of the Servient Tenement, to enter upon the easement area in order to perform work related to the use and maintenance of the Dominant Tenement and, in order to provide access to the easement area, any fence blocking access to the easement shall have a gate, which gate shall open directly on the easement area;

(ii) The Dominant Tenement shall have the right of drainage over, across and upon the easement area for water drainage from any Living Unit or structure upon the Dominant Tenement, the right to maintain eaves and appurtenances thereto and the portions

of any Living Unit upon the Dominant Tenement as originally constructed or as constructed pursuant to Article VII hereof entitled "Architectural Control";

(iii) The Owner of the Servient Tenement shall not attach any object to a fence, wall or Living Unit belonging to the Dominant Tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the Dominant Tenement;

(iv) In exercising the right of entry upon the easement area as provided for above, the Owner of the Dominant Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, the Owner of the Dominant Tenement shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes; and further provided, that the Owner of the Servient Tenement shall have obtained the approval of the ARB prior to the planting of any shrubbery in the easement area; and

(v) In the event of any dispute arising concerning the rights and obligations created by this subsection (b), the Owner of the Servient Tenement and the Owner of the Dominant Tenement shall each choose one (1) arbitrator, and such arbitrator shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such Owners. Each Owner shall pay the cost of the arbitrator it chooses and both Owners shall share equally in the cost of the third arbitrator.

Section 5. Construction and Sales. There is hereby reserved to Declarant, including, without limitation, its sales agents and representatives and prospective purchasers of Lots together with the right in Declarant to grant and transfer the same, over the Common Facilities as the same may from time to time exist, easements for construction, display and exhibit purposes in connection with the erection and sale or lease of Lots and Living Units within the Properties.

Section 6. Support and Settlement. Each Lot, which is contiguous to another Lot or Common Facilities shall have an easement appurtenant to it which Lot shall be the Dominant Tenement and the contiguous Lot or Common Facilities shall be the Servient Tenement, for the purpose of accommodating the natural settlement of Living Units and structures.

Section 7. Encroachment. Each Lot, which is contiguous to another Lot or Common Facilities, shall have an easement appurtenant to it which Lot shall be the Dominant Tenement and the contiguous Lot and Common Facilities shall be the Servient Tenement, in favor of the Dominant Tenement over the Servient Tenement, for encroachment onto the Servient Tenement by reason of a Living Unit, a building, a wall or a roof or eave overhang from a Living Unit or structure on the Dominant Tenement or any other encroachment approved by Wellington Downs and for the maintenance of such encroachment by the Owner of the Dominant Tenement.

Section 8. Nature of Easements. Any easements reserved to Declarant herein, when transferred to an Owner or Wellington Downs in the same instrument conveying a Lot or Common Facilities to such Owner or Wellington Downs, as the case may be, shall be appurtenant to such Owner's interest in said Lot or Wellington Downs' interest in the Common Facilities, and may not be separately transferred from the Lot, but shall pass with each subsequent transfer of the Lot, whether or not separately described.

Section 9. Transfer of Easements. In the event a side yard easement is not conveyed or reserved in the deed of conveyance of a Lot from Declarant to Lot Owner; through inadvertence, mistake or any other cause, such easements may be conveyed to each Owner in the future by Declarant. Any conveyance of a lot carries with it the Lot's interest in the adjacent easement.

ARTICLE XI

MASTER ASSOCIATION

Section 1. Membership. Every Owner of a Lot within the area covered by this Declaration shall become a member of First Wellington, Inc. (Master Association), a Florida corporation not

for profit, and shall be entitled to all incidentals of membership in the Master Association, and Owner and his/her Living Unit shall be burdened by all obligations and responsibilities of membership in the Master Association in accordance with its Restated Articles of Incorporation and Amendment to Certificate of Incorporation recorded in Official Record Book 2111, Page 1545, and Official Record Book 2285, Page 1977, respectively, of the Public Records of Palm Beach County, Florida, all as subsequently amended and the Restated By-Laws recorded in Official Record Book 2409, Page 1645, Public Records of Palm Beach County, Florida, as subsequently amended. In addition, Owners shall be subject to the assessment powers of the Master Association. Furthermore, every Lot shall be subject to the terms, conditions and provisions of the Declaration of Restrictions for South Shore No. 1 of Wellington recorded in Official Record Book 2080 at Page 1300 of the Public Records of Palm Beach County, Florida, as subsequently amended from time to time.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Term. The covenants, conditions and restrictions of this Declaration and any duly adopted and recorded amendment shall run with and bind the Property subject to this Declaration for a period of 21 years from the date of this instrument, at which time said covenants, conditions and restrictions, as they may be amended, shall automatically be renewed for successive periods of ten years each unless Owners of not less than seventy-five percent (75%) of the Lots agree to terminate these covenants, conditions and restrictions and record an instrument in writing signed by such owners indicating such agreement in the public records of Palm Beach County, Florida, at any time within a six month period of time prior to the end of any such ten year renewal date. Provided, however, that the easements specifically granted to the Owners of Lots within the properties, i.e. Section 4 "Sideyard Easements," Section 6 "Support and Settlement," and Section 7 "Encroachment"

run in perpetuity as shall those provisions dealing with the maintenance and repair of party fences. In the event there is any inconsistency between this provision and any provisions contained in this Declaration regarding amendment of same, the procedures contained in this provision with regard to termination of this Declaration shall control over the procedures contained in any amendment provisions herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Liability. The Declarants, their assignees and nominees shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.

Section 4. Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Properties and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 5. Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant as other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to Wellington Downs.

Section 6. Leases. 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.

Section 7. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Common Facilities prior to conveyance of the common areas to the Association, the Lots, or to construct such additional improvements as Declarant shall deem advisable prior to completion and sale of all Lots within the Properties. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by Purchaser from Declarant to establish on the Properties additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties. Declarant further reserves the right to alter its construction plans and designs as it deems appropriate, including the right to place the Living Unit at such location within the Lot as it deems most advisable regardless of the location of previously constructed Living Units within the Lots or to alter the concept of sideyard easements. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Properties, by an express assignment incorporated in a recorded deed transferring such interest to such successor. Furthermore,

neither the Declarant, nor any activities of the Declarant conducted upon the Properties shall be subject to the ARB.

Section 8. Amendments.

A. This Declaration of Restrictions may be amended, altered or modified at any duly called meeting of lot owners provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the affirmative vote of the members casting not less than two-thirds (2/3) of the total votes of the lot owners.

B. The amendments may be proposed and adopted in the following manner:

(1) A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by ten (10%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting considering a resolution for adoption of a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Association at or prior to the meeting.

(2) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. Proposed amendments may be passed at the meeting at which they are considered by approval of not less than two-thirds (2/3) of the lot owners who may vote in person or by proxy.

D. A copy of each amendment to this Declaration shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the President or Vice President and attested to by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

By execution of this Declaration, Wellington Downs hereby agrees to accept such future assignment upon whatever terms and conditions First Wellington, Inc. shall impose.

IN WITNESS WHEREOF, DBG 95 INC. has caused this Declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

Attest: [Signature]
Secretary

DBG 95 INC.

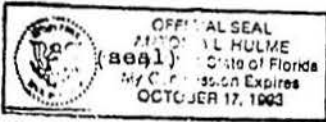
By: [Signature]
President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of July, 1990, by VICTOR GINSBERG, M.D. and DOMINICK SCARFO, as President and Secretary, respectively, of DBG 95, INC., a Florida corporation, on behalf of the corporation.



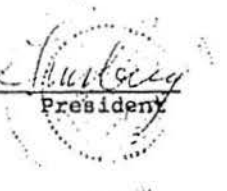
[Signature]
Notary Public
My commission expires:

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., through its authorized officers, hereby specifically acknowledges and approves the terms and provisions of this Declaration of Restrictions and accepts all responsibilities hereby imposed upon it.

Attest: [Signature]
Secretary

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.


By: [Signature]
President

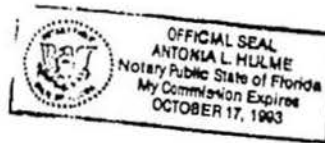


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th
day of July, 1990, by VICTOR GINSBERG, M.D.
and DOMINICK SCARFO as President and Secretary,
respectively, of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a
Florida nonprofit corporation, on behalf of the corporation.

(seal)


Notary Public
My Commission Expires:



ALH/las
23873:
WELLDOWN.DEC

ORB 6528 Pg 1786

EXHIBIT A

Legal Description:

A portion of Block 14, according to the plat of South Shore No. 1 of Wellington, as recorded in Plat Book 29, at Pages 222 through 226 inclusive of the Public Records of Palm Beach County, Florida, said parcel including all of Lot 1, all of Lot 2 and portions of Lots 3 and 4 in said Block 14.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.