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ORB 6528 Pg 1734

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 of 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.

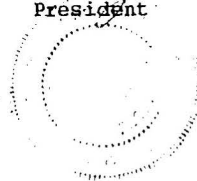
IN WITNESS WHEREOF, DBG 95 INC. has caused this Declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

Attest: [Signature]
Secretary

DBG 95 INC.

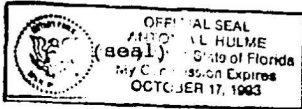
By: [Signature]
President

(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



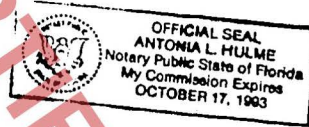
STATE OF FLORIDA
COUNTY OF PALM BEACH

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.

Antonia L. Hulme

Notary Public
My Commission Expires:

(seal)

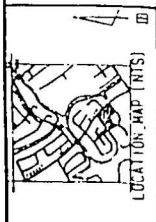


ALH/las
23873:
WELLDOWN.DEC

WELLINGTON DOWNS

A PART OF WELLINGTON P. U. D.

BEING A REPLAT OF LOTS 1 & 2 AND PORTIONS OF LOTS 3 & 4
BLOCK 14, "SOUTH SHORE NO. 1 OF WELLINGTON" (PB 29, PAGES 222-226)
LYING IN SECTION 10, TWP. 44 SOUTH, RGE 41 EAST, PALM BEACH COUNTY, FLORIDA



SHEET 1 OF

SURVEYOR'S NOTES:

TITLE CERTIFICATION:

ACKNOWLEDGEMENT:

DEDICATION:

1. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.
2. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.
3. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.
4. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.
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9. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.
10. ALL RIGHTS RESERVED BY THE SURVEYOR IN THIS INSTRUMENT.

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE TITLE OF THIS INSTRUMENT IS: **WELLINGTON DOWNS**

THE TITLE OF THE ORIGINAL INSTRUMENT IS: **WELLINGTON P. U. D.**

THE TITLE OF THE ORIGINAL INSTRUMENT IS: **WELLINGTON P. U. D.**

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE TITLE OF THIS INSTRUMENT IS: **WELLINGTON DOWNS**

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STATE OF FLORIDA
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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

MORTGAGEE'S CONSENT:

MORTGAGEE'S CONSENT:

MORTGAGEE'S CONSENT:

SURVEYOR'S CERTIFICATE:

COUNTY ENGINEER:

MORTGAGEE'S CONSENT:

MORTGAGEE'S CONSENT:

RECORDING INFORMATION:

RECORDING INFORMATION:

RECORDING INFORMATION:

RECORDING INFORMATION:

EXHIBIT "A"

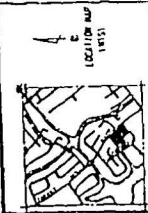
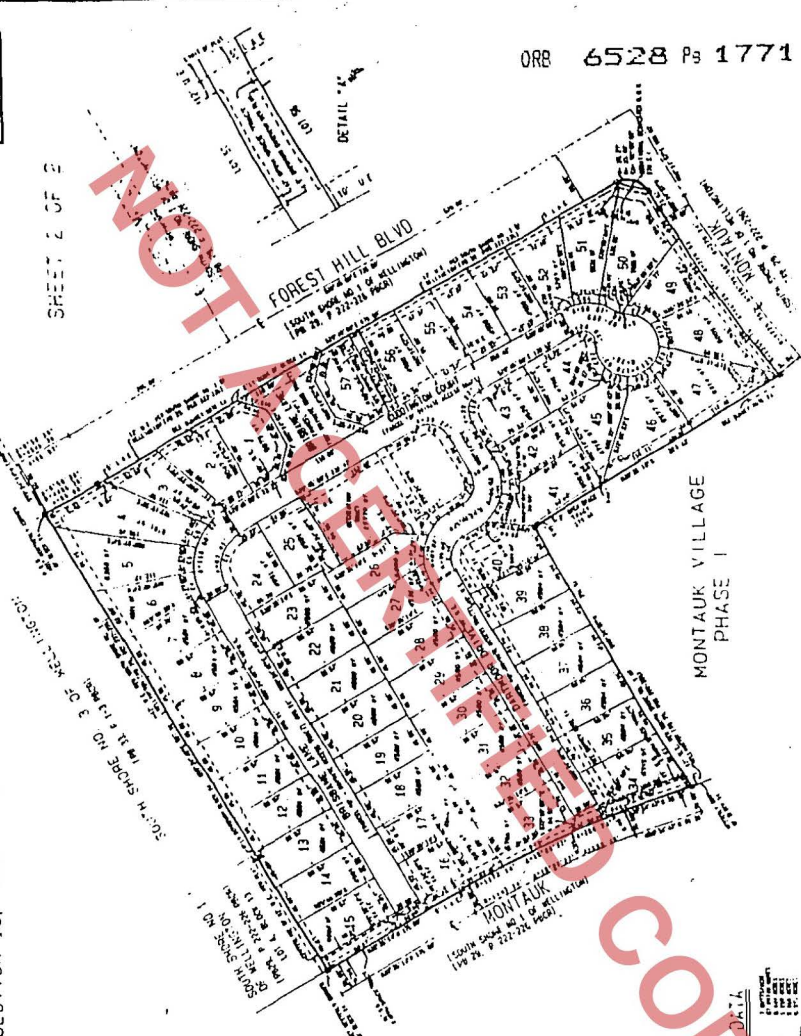
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WELLINGTON DOWNS

A PART OF WELLINGTON P. U. D.

BEING A REPEAT OF LOTS 1 & 2 AND PORTIONS OF LOTS 3 & 4
BLOCK 14, "SOUTH SHORE NO. 1 OF WELLINGTON" (PB 29, PAGES 222-226)
LYING IN SECTION 10, TWP. 44 SOUTH, RGE 41 EAST, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



Lot No.	Area (sq. ft.)	Area (sq. m.)
1	10,000	929
2	10,000	929
3	10,000	929
4	10,000	929
5	10,000	929
6	10,000	929
7	10,000	929
8	10,000	929
9	10,000	929
10	10,000	929
11	10,000	929
12	10,000	929
13	10,000	929
14	10,000	929
15	10,000	929
16	10,000	929
17	10,000	929
18	10,000	929
19	10,000	929
20	10,000	929
21	10,000	929
22	10,000	929
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24	10,000	929
25	10,000	929
26	10,000	929
27	10,000	929
28	10,000	929
29	10,000	929
30	10,000	929
31	10,000	929
32	10,000	929
33	10,000	929
34	10,000	929
35	10,000	929
36	10,000	929
37	10,000	929
38	10,000	929
39	10,000	929
40	10,000	929
41	10,000	929
42	10,000	929
43	10,000	929
44	10,000	929
45	10,000	929
46	10,000	929
47	10,000	929
48	10,000	929
49	10,000	929
50	10,000	929
51	10,000	929
52	10,000	929
53	10,000	929
54	10,000	929

SITE DATA

DATE: 1/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 100'
 PROJECT: WELLINGTON DOWNS
 SHEET: 2 OF 2

KRAUSE & MAELER
 ARCHITECTS AND ENGINEERS
 1001 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112

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EXHIBIT B

MEMBERSHIP AGREEMENT

IMPORTANT THE FAILURE TO EXECUTE THIS MEMBERSHIP AGREEMENT
RENDERS ANY ATTEMPTED TRANSFER NULL AND VOID.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

THIS MEMBERSHIP AGREEMENT is made this ____ day of
____, 19____, by the undersigned _____

(hereinafter collectively and individually "Purchaser") in favor of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida Nonprofit Corporation (hereinafter the "Association") as follows:

1. Recitals. Purchaser is purchasing a single-family dwelling (hereinafter the "Residence") in the planned development known as WELLINGTON DOWNS OF WELLINGTON - P.U.D., Palm Beach County, Florida, described as Lot _____ of WELLINGTON DOWNS OF Wellington - P.U.D., as recorded in Plat Book 63, Page 175, Public Records of Palm Beach County, Florida, and commonly known by its street address of _____, The Residence is subject to, among other things, that certain Declaration of Restrictions recorded on _____ in Official Record Book _____, Pages _____ to _____ inclusive, Public Records of Palm Beach County (hereinafter the "Declaration") which Declaration is incorporated herein by this reference with the same force and effect as if fully set forth herein. The Declaration requires, among other things, that Purchaser shall execute this Membership Agreement, in consideration of which Purchaser shall be furnished a Certificate of Compliance in recordable form, as provided in the Declaration.

2. Membership. Simultaneously with Purchaser obtaining ownership of the Residence, Purchaser shall be a member of the Association and First Wellington, Inc. (hereinafter the "Property Owners Association") and is both a "member" and an "Owner" as those terms are defined in the Declaration. As such Purchaser is subject to the Articles of Incorporation (the "Articles") and the Bylaws (the "Bylaws") of the Association and the Articles and Bylaws of the Property Owners Association and any "Association Rules" or other rules and regulations adopted pursuant to the Declaration and the Bylaws. (the Declaration, Articles, Bylaws, Association Rules and other duly adopted rules and regulations of the Association and the Property Owners Association are hereinafter collectively referred to as the "Management Documents").

3. Rights and Duties. Purchaser's ownership of the Residence and membership in the Association renders Purchaser subject to all of the duties, obligations, restrictions and liabilities of an Owner and a Member under any of the foregoing, whether or not specifically enumerated in this Membership Agreement. Purchaser hereby agrees to perform such duties and obligations, to discharge such liabilities and to be subject to such restrictions as provided in the Management Documents.

4. Assessments. Purchaser hereby agrees to pay to Association and the Property Owners Association each and every Assessment levied by the Association and the Property Owners Association on Purchaser pursuant to the Declaration or the other Management Documents. In the event of any delinquency in the payment of any Assessment levied on Purchaser, in addition to any remedy authorized by law or the Management Documents the Association and the Property Owners Association may at their option enforce any such delinquent Assessment by bringing an action at law, by foreclosing the Assessment lien provided in the Declaration by judicial action or by proceeding under the power of sale provided in the Declaration. Any judgment rendered in any such action or the amount paid to the Association or the Property Owners Association from the proceeds of such sale shall include the amount of the delinquency, interest on the unpaid Assessment, a late

charge, attorneys' fees, court costs, expenses of collection and any other amounts or charges specified in the Declaration.

5. Designation for Vote. As provided in the Management Documents, each of the persons herein referred to as a Purchaser shall be an Owner and a Member. However, only one (1) vote shall be cast with respect to the Residence. The person signing this Membership Agreement on the appropriately indicated signature line below is hereby designated as the person who shall deliver the vote or written assent for any matter on which Purchaser is entitled to vote under the management Documents. The Association shall not be required to recognize or accept the vote or written assent of any other person herein termed a Purchaser unless all of the undersigned execute and deliver to the Association a writing designating another Purchaser to deliver the vote or written assent attributable to the Residence.

6. Responsibilities Upon Transfer. Upon the transfer of Purchaser's interest in the Residence, Purchaser shall notify the Association in writing, of the name of the person or persons to whom Purchaser is transferring the Residence. Purchaser shall also notify such transferee of such transferee's obligation to execute and deliver a Membership Agreement to the Association. On or before the effective date of such transfer, Purchaser shall return to the Association any key, membership card or other token evidencing or facilitate the right to use any recreational or other facility or service owned or operated by the Association, and Purchaser shall not deliver any such token or replica thereof to Purchaser's transferee. If Purchase transferor has not returned any such key, membership card or other token to the Association, Purchaser agrees that the Association may charge Purchaser a fee for any key, membership card or other token issued to Purchaser by the Association.

7. Architectural Control. Purchaser hereby acknowledges that the Declaration provides for architectural control by the Architecture Review Board (hereinafter the "ARB") over the Residence. As provided in the Declaration, the Board of Directors of the Association and ARB may adopt Architectural Standards which may require Purchaser, among other things, to submit plans and specifications for approval by said ARB prior to commencing any work of improvement on the Residence. Purchaser hereby agrees to be bound by all of the provisions of the Declaration relating to architectural control.

8. Estoppel Certificate. Purchaser acknowledges that the Declaration provides that Purchaser, or Purchaser's transferor, may obtain from the Association, upon payment of a reasonable charge a written statement setting forth whether Assessments on the Residence have been paid, and the amount of delinquency, if any.

9. Amendment of Management Documents; Conflicts. As used herein, "Management Documents" shall include any duly adopted amendments thereto, and the designation individually used for any of the documents collectively referred to herein as Management Documents shall likewise include any duly adopted amendment. Any inconsistency between any of the Management Documents and this Membership Agreement shall be resolved in favor of the Management Documents.

IN WITNESS WHEREOF, the undersigned have executed this Membership Agreement on the day and year first above written.

The person signing on this line shall be designated to give the vote or written assent attributed to the Residence, as provided in Section 5 above.

(Voting Member)

(Purchaser)

(Purchaser)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me, the undersigned authority, this ____ day of _____, 1989, by _____.

Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me, the undersigned authority, this ____ day of _____, 1989, by _____.

Notary Public
My commission expires:

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NOT A CERTIFIED COPY

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CERTIFIED
COPY

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 20, 1989, as shown by the records of this office.

The document number of this corporation is N32883.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of June, 1989.



Jim Smith
Jim Smith
Secretary of State

ORB 6528 Pg 1776

ARTICLES OF INCORPORATION
OF
WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

ARTICLE I

Name

The name of this Corporation shall be WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC. (hereinafter called "Corporation").

ARTICLE II

Purposes

The Corporation does not contemplate pecuniary gain or profit to its members and is deemed a corporation not for profit. The Corporation will make no distributions of income to its members or Directors, unless it is dissolved pursuant to Florida law.

A certain Declaration of Restrictions (hereinafter called "Declaration"), either now has, or will be, imposed upon certain lands located in Palm Beach County, Florida, as described on Exhibit A attached hereto. Said Declaration, among other things establishes and designates that said lands shall be known as "WELLINGTON DOWNS", hereinafter referred to as "WELLINGTON DOWNS". This Corporation is organized for the general purpose of functioning as the property owners' association of WELLINGTON DOWNS and any other lands which may be added to the jurisdiction of this Corporation by recordation of Declaration of Restrictions submitting such additional land to the jurisdiction of this Corporation, provided this Corporation shall accept said jurisdiction in writing, and serving as the instrumentality of the property owners in WELLINGTON DOWNS for the purpose of controlling and regulating the activities within and the development and maintenance of WELLINGTON DOWNS. Where used herein, WELLINGTON DOWNS shall also apply to additional lands submitted to the jurisdiction of the Corporation as permitted herein. The specific purposes of which this Corporation is formed include, but are not limited to, the following:

- A. to provide for the regulation, maintenance and preservation of the development of WELLINGTON DOWNS.
- B. to provide for the promotion, regulation, maintenance and control of the recreational areas, roads, promenades, street lighting, landscaping, other common facilities and properties, maintenance, preservation, architectural control and outdoor maintenance of privately owned residential dwelling units and lots within the jurisdiction of the Corporation;
- C. to acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a property owners' association;
- D. to exercise all power and discharge all responsibilities granted to it as a corporation under the Laws of the State of Florida, its By-Laws, these Articles of Incorporation and the WELLINGTON DOWNS Declaration, as they may be amended from time to time;

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E. to otherwise engage in any lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper; and

F. this Corporation shall have jurisdiction over the lands within WELLINGTON DOWNS and any other lands submitted to its jurisdiction by a recorded Declaration of Restrictions, subject to the Corporation accepting such jurisdiction in writing.

ARTICLE III

Principal Place of Business

The principal place of business of the Corporation shall be at 1750 University Drive, Coral Springs, Florida 33071, or at such other place within the State as the Board of Directors shall by appropriate action hereafter from time to time determine.

ARTICLE IV

Powers

The powers of the Corporation shall include and be governed by the following provisions:

A. A corporation shall have all the powers of a corporation, not for profit, provided by law and not in conflict with the terms of these Articles of Incorporation, the By-Laws of the Corporation and, in addition, all powers set forth in the WELLINGTON DOWNS Declaration. It shall further have all of the powers and duties reasonably necessary to operate pursuant to its purposes, as they may be amended from time to time, including, but not limited to, the following:

1. to fix, levy, collect, and enforce assessments (whether they be general, special or individual), to defray the costs, expenses and losses of its operation and to ensure compliance with its rules and regulations;
2. to acquire liens against all lots, improvements and units for assessments and to foreclose same;
3. to subordinate, in its sole discretion, any liens acquired by the Corporation;
4. to use the proceeds of assessments in the exercise of its powers and duties;
5. to acquire personal and real property (by purchase, gift, or otherwise) and to hold, maintain, repair, operate, lease, sell, dedicate for public use, or otherwise dispose of any property or rights it may acquire;
6. to construct and maintain improvements on its property and to reconstruct improvements after casualty;
7. to borrow money and with the assent of two-thirds (2/3) of its members, to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
8. to purchase insurance for its properties and members and for the protection of the Corporation,

its directors, officers and members;

9. to make and amend reasonable regulations, and to grant exceptions thereto, respecting the construction of improvements, and maintenance and use of the properties of its members;

10. to enforce any regulations, restrictions or limitations imposed by deed, plat, site plan, the Declaration or otherwise on the land within its jurisdiction;

11. to enforce by legal means the provisions of these Articles, the By-Laws of the Corporation, the Declaration, and all rules and regulations for the construction, maintenance and use of the properties of the members;

12. to manage, operate and maintain any of its Corporate properties, and to maintain privately owned properties as provided in the Declaration to contract for the management, operation and maintenance of any such properties and to thereby delegate powers and duties of the Corporation;

13. to employ personnel to perform the services required to carry out the purposes of this Corporation;

✓ 14. to participate in mergers or consolidations with other non-profit corporations organized for similar purposes or to annex additional properties to the properties subject to the jurisdiction of this Corporation, provided that such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of the members;

15. to provide through either its Board of Directors or a committee appointed by the Board of Directors a systematic, uniform review of all proposed improvements, landscaping, and construction of any type or nature whatsoever within WELLINGTON DOWNS.

16. to pay all expenses necessitated by its duties and authority, including all office and business expenses, license fees, taxes or governmental charges levied or imposed against the property of the Corporation; and

17. to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer. *by the Developer*

B. All funds, except such portions thereof as are expended for the expense of the Corporation, and title to all properties belonging to the Corporation shall be held in trust for the members' respective interests in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE V

Members

A. Members of the Corporation shall consist of and be limited to those persons or corporations holding record fee title to any lot or unit located within the land described in Exhibit A attached hereto or other land within the jurisdiction of the Corporation.

B. Change of membership shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record fee title to such lot or unit and by the delivery to the Corporation of a certified copy of such instrument. The owner designated by such instrument or certificate thus becomes a member of the Corporation, and the membership of the prior owner shall be terminated. In the event that a certified copy of such instrument or such certificate is not delivered to the Corporation, said Owner shall become a member, but shall not be entitled to voting privileges. The foregoing shall not, however, limit this Corporation's powers or privileges.

C. The interest of a member in the funds and assets of the Corporation shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property.

D. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record his interest upon which his membership is based or until such interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the interests upon which membership is based.

E. If ownership is vested in more than one person, then all of the persons so owning the interest shall be members. However, the number of votes cast by such members shall be determined by the provisions of the Articles of Incorporation.

F. Notwithstanding the provisions hereof, no person or entity who holds an interest upon which membership is based only as security for performance of an obligation shall become a member of the Corporation.

G. On all matters on which the membership is entitled to vote, there shall be one (1) vote for each lot or unit upon which membership is based which shall be exercised or cast by the owner or owners in a manner provided in the By-Laws of the Corporation. Should any member hold such interest in more than one (1) lot or unit, such member shall be entitled to exercise or cast one (1) vote for each lot or unit.

H. Voting rights are incident to membership, and any transfer of interest which transfers membership in this Corporation shall automatically transfer the voting rights.

ARTICLE VI

Directors

A. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws of the Corporation, but said Board shall consist of not less than three (3) Directors.

B. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Corporation.

C. The powers and duties of the Directors shall be designated in the By-Laws of the Corporation.

D. The first election of the Directors by members shall not be held until record fee title to ninety percent (90%) of the residential dwelling units or lots within the Corporation's jurisdiction has been conveyed by the developer, DBG 95, INC., its successor or assigns, or unless it, in its sole discretion, shall consent thereto. Until such time as the Developer, DBG 95, INC., its successors or assigns, conveys of record ninety percent (90%) of the residential dwelling units or lots in Corporation's jurisdiction, it shall have the right to appoint all members of the Board of Directors. This right may be relinquished in whole or in part by the consent of DBG 95, INC., its successors or assigns, in its discretion. Directors named in the Articles shall serve until the first election of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by DBG 95, INC., its successors or assigns. Prior to the first election of the Board of Directors by the members, Directors need not be members of the Corporation. Subsequent thereto, however, Directors must be members of this Corporation.

E. The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

Victor Ginsberg, M.D., 3500 Galt Ocean Drive, #1517, Fort Lauderdale, Florida 33308

Dominick Scarfo, 1620 N.W. 111 Avenue, Coral Springs, Florida 33071

Harvey Mendelson, 11759 N. W. 28 Court, Coral Springs, Florida

ARTICLE VII

Officers

The affairs of the Corporation shall be administered by a President, Vice President, Secretary and Treasurer. The duties and authority of said Officers shall be designated in the By-Laws of the Corporation. Said Officers shall be elected by the Board of Directors at its first meeting following the first annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated are as follows:

President/Treasurer Victor Ginsberg, M.D., 3500 Galt Ocean Drive, #1517, Fort Lauderdale, Fl. 33308

Vice President/Secretary Dominick Scarfo, 1620 N. W. 111 Avenue, Coral Springs, Florida 33071

ARTICLE VIII

Removal of Directors or Officers

Any Director or Officer may be removed with or without cause and for any reason prior to the expiration of his term in the following manners:

A. Any Director or Officer may be removed with or without cause for any reason, upon a petition in writing of ten percent (10%) of the members of the Corporation and

approved, at a meeting of the members called at least in part for that purpose, by a two-thirds (2/3) vote of the members voting at such a meeting. The petition shall set forth a time and place for the meeting, and notice shall be given to all members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for giving notice of special meetings. At any such meeting, the Director or Officer shall be given the opportunity to be heard; or

B. Any Officer may be removed with or without cause, and for any reason by a majority vote of the Board of Directors at any meeting called at least in part for that purpose; or

C. During the period of time which the Developer, DBG 95, INC., its successors or assigns, has or retains the right of appointment of members of the Board of Directors, any members of the Board of Directors may be removed with or without cause by the Developer, DBG 95, INC., its successors or assigns, at its discretion.

ARTICLE IX

Indemnification

Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

ARTICLE X

By-Laws

The By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or added to at any duly called meeting of the 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 voting members casting not less than two-third (2/3) of the total votes of the lot owners.

(3) DBG 95, INC., its successors or assigns reserves the exclusive right to amend the By-Laws until its conveyance of record of ninety percent (90%) of the residential dwelling units or lots within the Corporation's jurisdiction.

ARTICLE XI

Amendments

Amendments to these Articles of Incorporation may be proposed and adopted in the following manner:

A. A resolution for the adoption of a proposed

amendment may be proposed either by fifty percent (50%) of the Board of Directors or by ten percent (10%) of the members of the Corporation. 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 Corporation at or prior to the meeting.

B. 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 to be considered as follows:

1. by approval of not less than fifty-one percent (51%) of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members voting at the meeting; or

2. by approval of not less than two-thirds (2/3) of the votes of the members voting at the meeting; or

4. prior to the first election of Directors by the members, by approval of not less than fifty-one percent (51%) of the Directors without approval of the members.

D. However, no amendment shall make any changes in the qualifications for membership nor the voting rights of the members without approval of two-thirds (2/3) of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and recorded in the Public Records of Palm Beach County, Florida. A copy of the amendment shall also be forwarded to Palm Beach County, Florida.

ARTICLE XII

Prohibition Against Issuance of Stock and Distribution of Income

This Corporation shall never have nor issue any share of stock, nor shall this Corporation Distribute any part of the income of this Corporation, if any, to its members, Directors or Officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, Directors or Officers for services rendered, nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by statute.

ARTICLE XIII

Contractual Powers

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of the Corporation is pecuniarily or otherwise interested in, or is a director, officer or member of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOMINICK SCARFO, and he acknowledged executing the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1989.

Jimmy Gelbstein
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 9, 1991
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HARVEY MENDELSON, and he acknowledged executing the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1989.

Marian M. Cooper
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 19, 1990
BONDED THRU GENERAL INS. UND.

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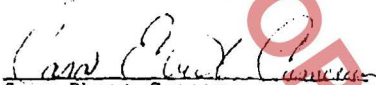
CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON WHOM
PROCESS CAN BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the County of Broward, State of Florida, has named CARA EBERT CAMERON, located at 2929 East Commercial Boulevard, Penthouse C, City of Fort Lauderdale, County of Broward, State of Florida, as its agent to accept service of process within the state.

ACKNOWLEDGMENT:

Having been named to accept service of process of the above named corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


Cara Ebert Cameron

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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.

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FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT TO
THE ARTICLES OF INCORPORATION
OF

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Section 617.018 of the Florida Not For Profit Corporation Act, the undersigned Corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

2. The following amendments to the Articles of Incorporation were adopted by the unanimous written consent of the Board of Directors of the Corporation on July 12, 1990, there being no members of the Association, other than the Developer, admitted to the Corporation as of the date thereof, in the manner prescribed by the Florida Not For Profit Corporation Act.

Article IV, Paragraph 17, Powers, of the Articles of Incorporation is hereby amended to read as follows:

"17. To dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, excluding the Developer, agreeing to such dedication, sale, or transfer."

Article IV of the Articles of Incorporation is hereby amended to add Paragraph C as follows:

"C. Annexation of additional properties, mergers, and consolidation, mortgaging of Common Areas, dissolution of the Corporation, and amendment to the Articles of Incorporation shall require prior approval of the U.S. Department of Housing and Urban Development/ Veterans Administration until seventy-five percent (75%) of the lots or units are conveyed to owners other than the Developer."

Article VI, Paragraph D of the Articles of Incorporation is amended as follows:

"D. The first election of the Directors by members shall not be held until record fee title to seventy-five percent (75%) of the residential dwelling units or lots within the Corporation's jurisdiction has been conveyed by the Developer, DBG 95, INC., it's successors or assigns, or unless it, in its sole discretion, shall consent thereto. Until such time as the Developer, DBG 95, INC., it's successors or assigns, conveys of record seventy-five percent (75%) of the residential dwelling units or lots in the Corporation's jurisdiction, it shall have the right to appoint all members of the Board of

Directors. This right may be relinquished in whole or in part by the consent of DBG 95, INC., it's successors or assigns, in its discretion. Directors named in the Articles shall serve until the first election of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by DBG 95, INC., it's successors or assigns. Prior to the first election of the Board of Directors by the members, Directors need not be members of the Corporation. Subsequent thereto, however, Directors must be members of this Corporation."

Article X, Bylaws of the Articles of Incorporation, is amended by deleting Paragraph (3) in its entirety.

Article XI, Amendments, Paragraphs C and D, of the Articles of Incorporation, are amended as follows:

"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 all of the members of the Corporation."

"D. Paragraph D is hereby deleted in its entirety."

Article XVI, Dissolution, is added to the Articles of Incorporation as follows:

"ARTICLE XVI

Dissolution

In the event of a dissolution or final liquidation of the Corporation, the assets, both real and personal, of the Corporation, or dedicated to the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes of as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Corporation. Provided, however, that nothing herein contained shall be deemed to impose any obligation on any municipality, county, agency of local government, or public body to accept any dedication, conveyance, or transfer of any property, streets, roads, easements, or drainage structures dedicated to or owned by the Corporation, or to maintain such facilities."

DATED this 12 day of July, 1990.

WELLINGTON DOWNS HOMEOWNERS
ASSOCIATION, INC.

BY: Victor Ginsberg
VICTOR GINSBERG, M.D. President

BY: Dominick Scarfo
DOMINICK SCARFO, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared VICTOR GINSBERG, M.D. and DOMINCK SCARFO, as President and Secretary, respectively, of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, and they acknowledged executing this instrument, freely and voluntarily, under authority duly vested in them by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 12th day of July, 1990.

Antonia L. Hulme

Notary Public

My Commission Expires:



ALH/23873/AMEND-ART

BY-LAWS
OF
WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

a Corporation not for profit organized
under the laws of the State of Florida

1. IDENTITY. These are the By-Laws of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., (the "Association"), a Corporation not for profit incorporated under the laws of the State of Florida, organized for the purposes of administering that certain subdivision located in Palm Beach County, Florida, and known as WELLINGTON DOWNS, A PART OF WELLINGTON P.U.D., recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in Plat Book 63, Page 175.

1.1 Principal Office. The principal office of the Association shall be at 11984 Forest Hill Boulevard, Wellington, Florida, 33414, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

2. DEFINITIONS. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Restrictions ("Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. MEMBERS.

3.1 Annual Meeting. The Annual Members' Meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual

meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to unit owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held on the first Wednesday in the month of February, following the year in which the Declaration is filed.

3.2 Special Meetings. Special Members' Meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a Fifty Percent (50%) of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from Ten Percent (10%) of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members, stating the time, place, and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place. The notice of the annual meeting shall be sent by mail to each unit owner. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The mailing of the notice shall be effected not less than ten (10) days nor more than fifty (50) days prior to the date of the meeting. Proof of mailing shall be given by Affidavit and the Post Office certificate of mailing shall be retained as proof of such mailing.

3.4 Quorum. A quorum at Members' Meetings shall be attained by the presence, either in person or by proxy, or person entitled to cast a majority of the votes of Members of the Association.

3.5 Voting.

(a) Number of Votes. In any meeting of Members, the owners of residential units shall be entitled to cast one (1) vote for each lot or unit. The vote of a unit owner shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all owners for all purposes, except where otherwise provided by law, the Declaration, the Articles, or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the unit owners" and "majority of the Members" shall mean a majority of the votes of the Members and not a majority of the Members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration of Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a lot or unit is owned by one person, his right to vote shall be established by the roster of Members. If a unit is owned by more than one person, the person entitled to cast the vote for the lot or unit shall be designated by a certificate signed by all of the record owners of the lot or unit according to the roster of owners and filed with the Secretary of the Association. Such person need not be an owner, nor one of the joint owners. If a Lot or Unit is owned by a corporation, the person entitled to cast the vote for the lot or unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be an owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to case the vote for a lot or unit for which such certificate is required is not on file or has been revoked, the vote attributable to such lot or unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes int he Association shall be reduced accordingly until such

certificate is filed, except of the lot or unit is owned jointly by a husband wife. If a unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be an owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the unit vote just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the unit vote.

3.6 Proxies. Votes may be cast in person or by written proxy. A proxy may be made by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit (as above-described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the

meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' Meetings, and, if applicable, at other Members' Meetings shall be:

- (a) Called to order by President;
- (b) Appointment by the President of a Chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of Officers;
- (f) Reports of Committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the Chairman.

3.9 Minutes of Meeting. The minutes of all meetings of owners shall be kept in a book available for inspection by the owners or their authorized representatives and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. DIRECTORS.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than

nine (9) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the Membership. Directors need not be owners until seventy-five percent (75%) of the lots or units are conveyed to owners by the Developer.

4.2 Election of Directors.

(a) Ballots. The election of Directors shall be by written ballot as hereinafter provided. At each Annual Meeting or at any Special Meeting called for the purpose of electing Directors, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Articles of Incorporation of the Association. The nominees receiving the largest number of votes shall be elected. There shall be no cumulative voting.

(b) Nominations; Nominating Committee. Nominations for election to the Board of Directors shall be made by the Nominating Committee, which shall consist of a Director, who shall be the Chairman, and one or more Members of the Association, or an Officer or a Corporate Member. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members to serve during such Annual Meeting and until the next Annual Meeting or until its successor shall have been duly designated and qualified. The Members of the Nominating Committee shall be announced at each Annual Meeting of the Members.

(c) Nominees. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determines, but not less than the number of vacancies to be filled. Such nominations may be made from among Members or nonmembers, as the Committee, in its discretion, shall determine. Nominations shall be placed on a written ballot as provided in Section 4 and shall be made in advance of the time fixed in Section 4 for the mailing of such ballots to the Members.

(d) Procedure. All elections of the Board of Directors shall be made on written ballots which shall:

(i) describe the vacancies to be filled;

- (ii) set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (iii) contain a space for a write-in vote by the Members for each vacancy.

Such ballot shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Annual Meeting or any Special Meeting called for the purpose of electing Directors).

(e) Voting. Each Member shall be mailed a ballot on which he may cast the number of votes to which he is entitled. The completed ballot shall be returned in the manner hereinafter outlined. The ballot shall bear on its face the name and signature of the Member, the number of votes being cast, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes stated therein. The ballot shall be returned to the Secretary at such an address as may be clearly designated by the Secretary.

(f) Processing. Upon the receipt of each return, the Secretary shall immediately place it in a safe place. Not more than twenty-one (21) days prior to the day set for the meeting at which the elections are to be held, the envelopes shall be turned over, unopened, to an Election Committee which shall consist of three (3) persons appointed by the Board of Directors. All returns thereafter received by the Secretary on or before the date set for a return shall accordingly be turned over to the Election Committee. The Election Committee shall adopt a procedure which shall:

- (i) establish that the Member is entitled to cast either personally or by proxy, the number of votes indicated on the ballot; and
- (ii) that the signature of the Member on the ballot is genuine; and

(iii) if the vote is by proxy, that the proxy has been filed with the Secretary and that each proxy is valid.

After the procedure has been completed relative to a ballot, the count of the vote shall be taken. All ballots and proxies as well as any continuing tally of the votes shall be kept by the Election Committee, when not being processed, in a safe place. The ballots shall be retained for ninety (90) days after the meeting and then destroyed.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between the Annual Members' Meetings shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any Director elected by the Members (other than the Developer) may be removed with or without cause by concurrence of a majority of the votes of the Members at a special meeting of the Members called for that purpose or by agreement in writing by a majority of the Lot or Unit Owners. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting. A special meeting of Lot or Unit Owners to remove a Director may be called by ten percent (10%) of the Lot or Unit Owners giving notice of the meeting as required by Paragraph 3.3 hereof which notice will state the purpose of the meeting.

(c) Anything to the contrary herein notwithstanding, until a majority of Directors are elected by the Members other than the Developer of the Subdivision, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting of the Members and, subsequently, until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected and appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Lot or Unit Owners and notice of such meetings shall be posted at the Association Office at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Lot or Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting. If assessments against Lot or Unit Owners will be considered at such meeting, the notice to Lot or Unit Owners will specifically state that assessments will be considered and the nature of such assessments.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Lot or Unit Owners and notice of a special meeting shall be posted conspicuously on the

Association Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Lot or Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting. If assessments against Lot or Unit Owners will be considered at such meeting, the notice to Lot or Unit Owners will specifically state that assessments will be considered and the nature of such assessments.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, or these By-Laws.

4.10 Adjourned Meetings. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' Meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of Officers and Committees;
- (d) Election of Officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot or Unit Owners, or their authorized representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted may appoint an Executive Committee to consist of three (3) or more Members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have the power:

- (a) to determine the Common Expenses required for the affairs of the Association;
- (b) to determine the Assessments payable by the Lot or Unit Owners to meet the Common Expenses of the Association;
- (c) to adopt or amend any Rules and Regulations covering the details of the operation and use of the Association Property; or
- (d) to exercise any of the powers set forth in Paragraph 5 (g) and 5(p) hereinafter set forth.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the Members of the Board of Directors until Lot or Unit Owners other than the Developer own seventy-five percent (75%) or more of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Lot or Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, where upon it shall be the affirmative obligation of Lot or Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot or Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot or Unit Owners other than the Developer refuse or fail to assume control.

Within sixty (60) days after the Lot or Unit Owners other than the Developer are entitled to elect a Member or Members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid; the Association shall call, and give not less than thirty (30) days' notice nor more than forty (40) days' notice of a meeting of the Lot or Unit Owners to elect such Member or Members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Lot or Unit Owners other than the Developer elect a majority of the Members of the Board of Directors of the Association (but not more than sixty (60) days

after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Lot or Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration of Restrictions, and all Amendments thereto. If a photocopy is provided, the Developer must certify by Affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association.

(e) Any Rules and Regulations which have been adopted.

(f) Resignations of resigning Officers and Board Members who were appointed by the Developer.

(g) The financial records, including financial statements of the Association and source documents since the incorporation of the Association through the date of turnover.

(h) Association funds or the control thereof.

(i) All tangible personal property that it is the property of the Association or is or was represented by the Developer to be part of the Common Facilities, and an inventory of such property.

(j) A copy of the Plans and Specifications utilized in the construction or remodeling of improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the improvements and the Common Facilities, with a Certificate, in Affidavit form, of an Officer or the Developer or an architect or engineer authorized to practice in Florida, that such Plans and Specifications represent, to the best of their knowledge and belief, the actual Plans and Specifications utilized in the construction and improvement of the

Common Facilities and the construction and installation of the mechanical components serving the improvements and the Common Facilities.

(k) Insurance policies.

(l) Copies of any Certificates of Occupancy which may have been issued for the Common Facilities.

(m) Any other permits issued by governmental bodies applicable to the Common Facilities in force or issued within one (1) year prior to the date the Lot or Unit Owners take control of the Association.

(n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(o) A roster of Lot or Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Lot or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(q) All other contracts to which the Association is a party.

5. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and make take all acts, through the proper Officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles, or these By-Laws, may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Facilities.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses from Lot or Unit Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Facilities.

(e) Adopting and amending Rules and Regulations concerning the details of the operation and use of the Association Property, subject to a right of the Lot or Unit Owners to overrule the Board as provided in Section 13 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Obtaining and reviewing insurance for the Association Property.

(h) Making repairs, additions and improvements to, or alterations of, the Association Property, and repairs to and restoration of the Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(i) Enforcing obligations of the Lot or Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.

(j) Levying fines against appropriate Lot or Unit Owners for violations of the Rules and Regulations established by the Association to govern the conduct of such Lot or Unit Owners.

(k) Contracting for the management and maintenance of the Association Property and authorizing a Management Agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Facilities with such funds as shall be made available by the Association for such purposes. The

Association and its Officers shall, however, retain at all times the powers and duties granted by the Association documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(1) Exercising (i) all powers specifically set forth in the Declaration, the Articles and these By-Laws, (ii) all powers incidental thereto, and (iii) all other powers of a Florida Corporation not for profit.

6. OFFICERS.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Lot or Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He shall also assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other

notices. required by law. He shall have custody of the seal of the Association and affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's Report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. COMPENSATION. Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Association, nor preclude contracting with a Director or Officer for the management of the Association or for any other # service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. RESIGNATIONS. Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or Officers who

were not Lot or Unit Owners) shall constitute a written resignation of such Director or Officer.

9. ASSESSMENTS. In the event the annual assessments prove to be insufficient, the assessments may be amended at any time by the Board of Directors.

10. ROSTER OF LOT OR UNIT OWNERS. Each Lot or Unit Owner shall file with the Association a copy of the Deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot or Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these By-Laws.

12. AMENDMENTS. Except as in the Declaration or Articles provided otherwise, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of the proposed Amendment shall be included in the notice of a meeting at which a proposed Amendment is to be considered.

12.2 Resolution. A resolution for the adoption of a proposed Amendment may be proposed either by a majority of the Board of Directors or by not less than ten percent (10%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. 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

or Unit Owners who may vote in person or by proxy or approve in writing.

12.3 Proviso. No Amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Lots or Units without the consent of said Developer and mortgagees in each instance. No Amendment shall be made that is in conflict with the Articles or Declaration. No Amendment to this Section shall be valid.

12.4 Notwithstanding any provision contained in these By-Laws to the contrary, any Amendment to these By-Laws shall require the prior written approval of the U.S. Department of Housing and Urban Development/Veterans' Administration until seventy-five percent (75%) of the Lots or Units are conveyed to Owners other than the Developer.

13. RULES AND REGULATIONS. The Board of Directors may, from time to time promulgate rules and regulations concerning the use of the properties. Copies of the rules and regulations shall be furnished by the Board to each property owner not less than thirty (30) days before the effective date thereof. The rules or regulations shall not prejudice the right of the Developer.

14. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

15. COMMITTEES.

15.1 Standing Committees. Standing Committees of the Association shall be the Nominating Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, and the Audit Committee. Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more Members as determined by the Board, at least one (1) of whom shall be a Director. Each Committee shall be appointed by the Board of Directors at its Annual Meeting to serve until the next Annual Meeting of the Board and until its successor shall have been duly

electd and qualified, except that the Nominating Committee shall be appointed in accordance with Section 4. The Board of Directors may appoint such other committee as it deems desireable.

15.2 Nominating Committee. The Nominating Committee shall have the duties and functions described in Section 4.2.

15.3 Recreation Committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program of the Association and shall perform such other functions as the Board, in its discretion, determines.

15.4 Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of any of the WELLINGTON DOWNS Property and Community Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

15.5 Publicity Committee. The Publicity Committee shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

15.6 Audit Committee. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the Members at their Annual Meetings. The Treasurer shall be an ex-officio Member of the Committee.

15.7 Subcommittees. With the exception of the Nominating Committee, each Committee shall have the power to appoint a subcommittee from among its Membership and may delegate to any subcommittee any of its powers, duties, and functions.

15.8 General Duties. It shall be the duty of each Committee to receive complaints from the Members on any matter involving Association functions, duties, and activities within the field of its responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee,

Director, or Officer of the Association as is further concerned with the matter presented.

The foregoing were adopted as the By-Laws of WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida on the 12th day of July, 1990.

APPROVED BY:

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.

BY: *Walter Husbear*, President

ATTEST:
BY: *[Signature]*, Secretary

ALH/23073/BYLAWS

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT