

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
SHEFFIELD WOODS AT WELLINGTON, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for SHEFFIELD WOODS AT WELLINGTON, A CONDOMINIUM, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3463 at Page 744, and,

WHEREAS, at a duly called and noticed meeting of the membership of SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC. a Florida not-for-profit corporation, held on March 31, 1992, the aforementioned Declaration, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, Articles of Incorporation and By-Laws is a true and correct copy of the amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws as amended by the membership:

(additions indicated by underlining;  
deletions indicated by "----")

AMENDMENT TO SECTION 12.5 OF THE  
DECLARATION OF CONDOMINIUM FOR  
SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC.

12.5 EXCEPTIONS: PROVISIO. The foregoing provisions of this Section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to ~~or transfer by~~ an Institutional Mortgagee or its nominee that acquires its title as a result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

a. PROVISIO. Should an Institutional Mortgagee or its nominee acquire title to an apartment as hereinabove provided, such Institutional Mortgagee or nominee shall immediately thereafter notify the Association of such fact. The failure of such a mortgagee to so notify the Association shall not affect the validity of any deed to ~~or by~~ such Mortgagee nor make the conveyance subject to approval by the Association. ~~The purchase from an Institutional Mortgagee or its nominee shall not be subject to approval by the Association as provided in this Article 12.~~

Return To: Sheffield Woods at Wellington Condo. Assoc.  
13065 Alsbright Court  
W. P. B. FL 33414

AMENDMENT TO SECTION 16.4 OF THE  
 DECLARATION OF CONDOMINIUM FOR  
 SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC.

16.4 PROVISIO

~~by--No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.~~

AMENDMENT TO ARTICLE 7 OF THE  
 BY-LAWS for  
 SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC.

ARTICLE 7. COMPLIANCE,

7.1 VIOLATION BY MEMBER: REMEDIES. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Declaration, these By-Laws, or Rules and Regulations adopted pursuant to any of same, the Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available including the levy of reasonable fines. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licenses or invitees. No action taken shall be deemed an "election of remedies". Upon a finding by the Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association (or Managing Agent, if any) for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Association, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to such Unit Owner. In the event of a non-continuing default making the notice period impractical, the Association may take such punitive action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments.

AMENDMENT TO ARTICLE VIII OF THE  
 ARTICLES OF INCORPORATION OF  
 SHEFFIELD WOODS AT WELLINGTON CONDOMINIUM ASSOCIATION, INC.

VIII.

The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons ~~who need not be members of the Association, who must be members of the Association. The Board shall consist of these members until the Spenser has sold all Units in all the phases constructed in the Condominium.~~ Thereafter, The number of directors may be increased from time to time to a maximum of nine by a majority vote of the Board of Directors.

Directors of the Association shall be elected in the manner provided by the By-Laws at the annual meeting of the members. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve until their successors are elected pursuant to the By-Laws. If a director is to be replaced by a person elected by the Unit Owners other than Sponsor, Sponsor shall designate which Sponsor appointed director is to be replaced. Any directorship vacancy occurring before the first election shall be filled by the remaining Directors, as the By-Laws provide.

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

- Alfred G. West 1499 West Palmetto Park Road  
Boca Raton, FL 33432
- Glaudette Moreney 1499 West Palmetto Park Road  
Boca Raton, FL 33432
- Aaron Charest 1499 West Palmetto Park Road  
Boca Raton, FL 33432

The Board of Directors shall have the power to adopt the budget of the Association.

The transfer of control from the Sponsor to the Unit Owners shall be in accordance with the provisions of F.S. 718.301 and the By-Laws.

WITNESS my signature hereto this 31st day of March, 1992, at West Palm Beach, Palm Beach County, Florida.

SHEFFIELD WOODS AT WELLINGTON  
CONDOMINIUM ASSOCIATION, INC.

Robert M. Parker  
Witness

By: [Signature]  
President


Shirley Mendelwitz  
Witness

Attest: [Signature]  
Secretary

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

I HEREBY CERTIFY that on this day before me personally appeared James F. Snider, Jr. and Jack Gordon, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said Certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at West Palm Beach, Palm Beach County, Florida, this 31st day of March, 1992.

My commission expires: 

Edith T. Steinbauer  
Notary Public, State of Florida at Large  
RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
My Commission Expires: May 19, 1995

CLERK CIRCUIT COURT