

This Instrument Prepared By:  
ROD TENNYSON, ESQ.  
1450 Centrepark Blvd  
Suite 100  
West Palm Beach, FL 33401

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Palm Beach County, Florida  
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**AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM AND BY-LAWS OF  
WELLINGTON F CONDOMINIUM**

As Recorded in Official Records Book 1985, Page 840  
Public Records of Palm Beach County, Florida:

As used herein (unless substantially reworded) the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis ( . . . ) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

We hereby certify that the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019 , Page 728, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as recorded in Official Record Book 11019 , Page 755, Public Records of Palm Beach County, Florida, were approved by in excess of 75% vote of the Membership at a duly called meeting on JANUARY 14, 2006 to include the following inserts to the Master Amendment and Declaration:

- 1. The Association: (choose one)  shall  shall not be incorporated.
- 2. There is no "Pool Area" as described in Articles XIV and XIX of the Master Declaration.
- 3. See attached exhibit.

Wellington F Condominium Association, Inc.

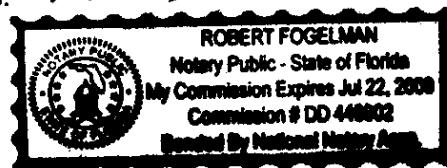
By: Gloria Krigest  
President  
Attest: Marianne M. Cohen  
Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of FEBRUARY, 2006, by GLORIA KRIGEST, President, and MARIANNE COHEN, Secretary. Both are personally know to me and [ ] did or [x] did not take an oath. The President (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [x] did not take an oath; the Secretary (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [x] did not take an oath.

Robert Fogelman  
Notary Public  
ROBERT FOGELMAN  
Printed Notary Name  
My Commission Expires: 7-22-09

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**SCHEDULE OF AMENDMENTS  
TO DECLARATION OF CONDOMINIUM OF  
WELLINGTON F CONDOMINIUM**

**As Recorded in Official Records,  
Palm Beach County, Florida**

**Book 7159, Page 18**

As used herein (unless substantially reworded) the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

**1. Article VII of the Declaration "METHOD of AMENDMENT DECLARATION" is amended as follows:**

This Declaration may be amended at any regular or special meeting of this condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three fourths (3/4ths)~~ fifty-one percent (51%) of the total vote of the members of the Association those present in person or by proxy provided a quorum is present.

**2. Article XIII of the Declaration "USE AND OCCUPANCY" is amended as follows:**

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests, while he is residing, who may visit for a maximum of 30 days per year, and for no other purpose.

**3. Article XIII of the Declaration "USE AND OCCUPANCY" is amended as follows:**

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons

This Condominium shall be "housing for older persons", as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate the intent by the Association to provide housing for persons over fifty five (55) years of age and older and inasmuch as this Association was designed as part of an adult community, it shall be required, as of the effective date of this amendment, that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty five (55) years of age or older per unit. This amendment shall include any units under leasehold, if any.

The Board upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty five (55) years to occupy units within the condominium when this Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or in any way subject to Federal laws on housing.

**4. Article XI of the Declaration "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" is amended as follows:**

.....

~~2. No~~ After judicial sale of a unit, ~~nor~~ or any interest therein, through foreclosure or any other judicial process, shall be valid unless: (a) ~~F~~ the sale is to a and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two ~~Officers~~ of the Association or Management Firm, and delivered to the purchaser. ~~or, (b) The sale is a result of public sale with open biddings.~~

.....

6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title ~~at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, shall have the unqualified right to~~ may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, or occupy said parcel without prior offer to the Board of Directors or Management Firm, ~~and~~ without the prior written approval of the ~~said~~ Board of Directors or Management Firm. The provisions of Section A. and B., No. 1-5, of this Article XI, ~~shall be inapplicable~~ apply to such Institutional First Mortgagee, or the Management Firm, and without the prior written approval of the ~~said~~ Board of Directors or Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as ~~aforedescribed~~ in this paragraph.

(b) and (c) Deleted in their Entirety.

**5. Article XI of the Declaration "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" is amended as follows:**

.....  
Provided, however, no unit may be rented or leased for a twenty-four (24) month period following the closing date of the sale of that unit. Any renting or leasing of a unit after said twenty-four (24) month period shall be restricted as further provided in this Declaration.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association or to already approved transfers of ownership. However, this Amendment shall apply to approved purchasers of units after the effective date of this amendment as provided in Section 718.110(13) Florida Statutes 2005.

**6. Article XI of the Declaration "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" amended in 3/17/1992, Book 7159, Page 18, shall remain in full force and effect as follows:**

....  
Provided however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment to a specified lessee for a period of not less than four (4) consecutive months or more than seven (7) consecutive months, and no unit may be leased more than once during the period of his or her ownership.

We hereby certify that the "Schedule of Amendments" was approved by in excess of 75 % vote of the Membership or \_\_\_\_\_ % of those present in person or represented by proxy (a quorum being present) at a duly called meeting on JANUARY 14, 2006.

Wellington F Condominium Association, Inc.

By: Gloria Krigest, President

Attest: Marianne Cohen Secretary

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of FEBRUARY 2006, by GLORIA KRIGEST, President, and MARIANNE COHEN Secretary. Both are personally known to me and [ ] did or [x] did not take an oath. The President (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [x] did or did not take an oath; the Secretary (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [x] did not take an oath.

Robert Fogelman, Notary Public  
ROBERT FOGELMAN, Printed Notary Name  
My Commission Expires: 7-22-06

