

This instrument was prepared by:
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625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
WELLINGTON E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Wellington E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1963** at Page **1669**; and

WHEREAS, the **Amended and Restated Declaration of Condominium for Wellington E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **28336** at Page **1561**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Wellington E Condominium Association, Inc.**, a Florida not-for-profit corporation, held **May 1, 2025**, the aforementioned Amended and Restated Declaration of Condominium was amended pursuant to the provisions of said Amended and Restated Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
WELLINGTON E CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
sections skipped but unchanged are shown as "** * **")

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16. **OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

* * *

- 16.2 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) persons who are not related by blood, marriage or adoption living together as a single housekeeping unit, and their spouses, adult children, siblings, parents or grandchildren.

Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant, ~~or the guest is a member of the Owner's or approved tenant's family, as defined above.~~ "Occupancy" by the Owner or approved tenant means that the Owner or approved tenant are sleeping in the Unit overnight. However, any guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, ~~whether with or without the Owner or approved tenant in residence,~~ shall be subject to screening as a tenant. Guest occupancy in the absence of the Unit Owner or approved tenant is prohibited. ~~by persons other than members of the Unit Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Unit by any guest in the absence of the Owner or approved tenant, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, the anticipated date of arrival, and the anticipated date of departure.~~

* * *

- 16.11 Limitations on Ownership. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association or foreclosing lienholders. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is

held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a Unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than ~~two (2) Units~~ one (1) Unit in the Condominiums operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man" or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

* * * * *

WITNESS my signature hereto this 16 day of MAY, 2025, at West Palm Beach, Palm Beach County, Florida.

WITNESSES:

WELLINGTON E CONDOMINIUM ASSOCIATION, INC.

Witness: Patricia Caputo By: Hugh Green
Print Name: Patricia Caputo Print Name: Hugh Green, President
Address: 4046 E. Sabal Dr A Address: 212 Wellington E

Witness: Donald Foster Attest: Mary Jane Gorges
Print Name: Donald Foster Print Name: Mary Jane Gorges Secretary
Address: 98 Chatham E Address: 206 Wellington E

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 16 2025, by HUGH GREEN and Mary Jane George, as and VP & Sec., respectively, of **Wellington E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced CV as identification and did take an oath.

Fausto Fabbro (Signature)

Fausto Fabbro (Print Name) Notary Public, State of Florida
at Large

