

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
WELLINGTON D CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Wellington D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **7861** at Page **1141**; and

WHEREAS, the **Amended Declaration of Condominium** for **Wellington D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **11019** at Page **755**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Wellington D Condominium Association, Inc.**, a Florida not-for-profit corporation, held **December 5, 2010**, the aforementioned Amended Declaration was amended pursuant to the provisions of said Amended Declaration.

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

**AMENDMENTS TO THE
AMENDED DECLARATION OF CONDOMINIUM FOR
WELLINGTON D CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

**X
ASSESSMENTS**

The Association whose name appears at the end of this instrument, through its Board of Directors, may delegate to a Management Firm certain powers of said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided in the Management Agreement. The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium parcel owner, as provide for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the highest rate of eighteen percent (18%) per annum permitted by law from due date until paid; ~~a late charge of \$25.00 shall be due and payable in addition thereto.~~ In addition, a late charge of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late, or the maximum amount permitted by

the Condominium Act, as the same may be amended from time to time shall be then due and payable.

The Association and the Management Firm shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement. The Management Firm and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same, if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. However, the First Mortgagee's liability may be limited to the maximum amount set forth in Chapter 718, Florida Statutes, as amended from time to time. ~~Provided, however, if a mortgage is recorded on or after April 1, 1992 then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act.~~ Such Any remaining unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided in the Paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any third party.

In addition to all other remedies provided hereunder, if a unit owner is delinquent for more than 90 days, or such other time frame as provided by the Condominium Act, as amended from time to time, in paying a monetary obligation due to the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the monetary obligation is paid. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due to the association which is more than 90 days delinquent, or such other time frame as may be

provided in the Condominium Act, as amended from time to time. The suspension ends upon full payment of all obligations currently due or overdue the Association.

XII INSURANCE PROVISIONS

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B. CASUALTY INSURANCE:

1. Purchase of Insurance: - The Management Firm or the Association, shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a Company acceptable to the standards set by the Management Firm, or by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Management Firm, and, thereafter, or by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said Insurance shall be paid by the Management Firm, or by the Association, and shall be charged as common expense. The Company or Companies with whom the Management Firm or the Association, shall place its insurance coverage, as provided in this Declaration, must be good and responsible Companies, authorized to do business in the State of Florida.

The Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, to approve the Policies and the Company or Companies who are the Insurers under the Insurance placed by the Management Firm or by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such times as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property and in the absence of the action of said Mortgagee, then the Management Firm or the Association, shall have said right without qualification.

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G. UNIT OWNER INSURANCE.

Unit owners must purchase property insurance for their personal property and all portions of the unit not required to be insured by the Association and must present proof of such insurance to the Association upon request.

H. Renters must obtain renter's insurance for their personal belongings and provide proof of such insurance to the Association upon request.

XV LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys, Exhibit No. 1 to the original Declaration. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefore, and the Management Firm, or the Association, shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common elements consists of a screened porch, the unit owner who has the right to the exclusive

use of said screened porch shall be responsible for the maintenance, care and preservation of the paint and surface of the exterior walls, including floor and ceiling within said exterior screened porch, and the maintenance, care preservation and replacement of the screening on the said screened porch, and fixed and/or sliding glass doors in the entrance way to said screened porch, and the replacement of light bulbs on said screened porch, and wiring, electrical outlets and fixtures thereon. The Board of Directors of the Association, shall assign specific parking spaces to unit owners in the limited common element parking area shown and designated on Exhibit No. 1 to the original Declaration. Unit owners shall not park in the parking spaces of other unit owners without the express written permission of the unit owner to whom the space has been assigned. A copy of such written authorization must be provided to the Association. Violators may be fined up to the maximum amount allowed by law for each instance of a parking violation. Vehicles parked on the condominium property, contrary to the provisions contained herein or rules promulgated by the Board of Directors from time to time, shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as renumbered or amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

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WITNESS my signature hereto this 23rd day of December, 2010, at Palm Beach County, Florida.

**WELLINGTON D CONDOMINIUM
ASSOCIATION, INC.**

R S Marshall
Witness
R. S. MARSHALL
(PRINT NAME)

By: Lenore Valcoff
President

Mildred Levine
Witness
MILDRED LEVINE
(PRINT NAME)

Attest Barbara Katz
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 23rd day of December, 2010, by Lenore Valcoff and Barbara Katz, as President and Secretary, respectively, of **Wellington D Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Florida Drivers License as identification and did take an oath.

Marilyn Lanflisi (Signature)

Marilyn Lanflisi (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3181744_1



MARILYN LANFLISI
MY COMMISSION # DD 948041
EXPIRES: December 29, 2013
Bonded Thru Budget Notary Services