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Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
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West Palm Beach, FL 33401
(W-C 112)

**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 Record Book **28366** 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 **January 23, 2017**, 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 amendment to the Amended and Restated Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

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

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

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:

* * *

- 16.7 Leases. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. ~~No Unit Owner may lease his or her Unit more than once in a twelve (12) month period, measured from the commencement of the most recent prior lease.~~ A Unit may only be leased one time during any Unit Owner's period of ownership of the Unit. If additional names are subsequently placed on the deed with the Owner, or the Unit is placed into a trust for estate planning purposes, these actions will not add an additional opportunity or opportunities to lease the Unit. No lease may be for a term of less than six (6) months or more than twelve (12) months. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration, the Bylaws, or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit

Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

* * * * *

WITNESS my signature hereto this 3 day of FEBRUARY, 2017, at West Palm Beach, Palm Beach County, Florida.

**WELLINGTON E CONDOMINIUM
ASSOCIATION, INC.**

Claudette J. LaBonte
Witness
CLAUDETTE J. LABONTE
(PRINT NAME)

By: Mervyn Lutzky
President

Florence Pires
Witness
FLORENCE PIRES
(PRINT NAME)

Attest Linda Thomson
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 3rd day of FEBRUARY, 2017, by LINDA THOMPSON and GRANAD SLOJESKY, as Pres and 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/ID CV/ID as identification and did take an oath.

Ronald E. Massa (Signature)
RONALD E MASSA (Print Name)
Notary Public, State of Florida at Large

