

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDITIONS AND RESTRICTIONS OF
WELLEBY TOWNHOMES ASSOCIATION, INC. ("THE LANDINGS AT WELLEBY")

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Certificate of Amendment is executed this 29 day of September 2004, by WELLEBY TOWNHOMES ASSOCIATION, INC. ("THE LANDINGS AT WELLEBY"), (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Conditions and Restrictions is recorded in the official records of Broward County in OR Book 8404 at page 642. The following amendment to Article VI ("Use Restrictions and Covenants") of the Declaration was duly adopted pursuant to the requirements of article VII, Section 3 of the Declaration at the ASSOCIATION'S Special Members' Meeting on September 9, 2004 (by adding the following language to Article VI):

"Section 1.(a). Prohibition of Lease Agreements. In order to assure a community of congenial Unit Owners, to protect the value of the Units and the community, and to avoid the decline in property values that often results when a community contains rental units, the leasing of units is prohibited from the effective date of this amendment. Any lease in effect at the time this amendment is recorded will not be affected: any such lease may continue until the term as set forth under the lease agreement naturally expires. These leases may not be renewed, and no new rental agreements can be made. However, certain relatives of Unit Owners may reside in the units and will not be deemed tenants, as long as their relationship to the Owner is verifiable and verified, and as long as the relationship is that of mother, father, son, daughter, brother or sister. Failure to provide the Association with the verification needed to exempt the relatives from the terms of this provision may result in the classification of the relatives as tenants, with all the consequences that may naturally flow from that classification."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of

the date first above written.

WELLEBY TOWNHOMES
ASSOCIATION, INC.

Susan Katz
witness
Nanette Berkelhammer
Witness

Martin Kaplan Pres
by: Martin Kaplan, as President

Susan Katz
Witness
Nanette Berkelhammer
Witness

by: Isaac Francis
Isaac Francis, as Vice President

Witness

STATE OF FLORIDA }
COUNTY OF BROWARD }

}ss

BEFORE ME, the undersigned authority, personally appeared MARTIN KAPLAN, as President, and ISAAC FRANCIS, as Vice President, of WELLEBY TOWNHOMES ASSOCIATION, INC. ("The Landings at Welleby"), who are personally known to me to have executed this Certificate of Amendment to the Declaration of Conditions and Restrictions of the Association in the above capacities.

SWORN TO and SUBSCRIBED BEFORE ME this 29 day of September, 2004.

Cheryl J. Levin
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:



Cheryl J. Levin
Commission # DD318057
Expires June 17, 2008
Bonded Troy Park - Insurance, Inc. 800-385-7019 2



INSTR # 101160819
OR BK 31821 PG 0039
RECORDED 07/09/2001 04:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2075

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDITIONS AND RESTRICTIONS for:
WELLEBY TOWNHOMES ASSOCIATION, INC.

Text to be added is underlined; text to be deleted is stricken through

This Certificate of Amendment is executed this 6 day of June, 2001, by WELLEBY TOWNHOMES ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original declaration of Conditions and Restrictions is recorded in the official records of Broward County in OR Book 8404 at page 641. The following amendment to article VI was duly adopted by the affirmative approval of two-thirds of all homeowners at the Annual Meeting of the Members on May 3, 2001, as required by the amendment to article VII, section 3 of the Declaration.

The following provision was added to article VI of the Declaration:

"Section 10. Nuisances. No nuisances shall be allowed upon the association property or in the units, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

WELLEBY TOWNHOMES ASSOCIATION, INC.

Joan Francis
Witness

Martin Kaplan, President

Angela Blandell
Witness

Ronnie Calderazzo
Witness

by: James P. McGary
Secretary

CHERYL J. LEVIN, P.A.
Designated Business Center
4054 NW 108th Avenue
Gainesville, FL 33861-7970

Case No. 01-101160819-10

INSTR # 101160819
OR BK 31821 PG 0039
RECORDED 07/25/2001 10:20 AM
COMMISSIONER
BROWARD COUNTY
DEPUTY CLERK 207E

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDITIONS AND RESTRICTIONS for
WELLEBY TOWNHOMES ASSOCIATION, INC.

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Certificate of Amendment is executed this 12 day of June, 2001, by WELLEBY TOWNHOMES ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original declaration of Conditions and Restrictions is recorded in the official records of Broward County in OR Book 8404 at page 641. The following amendment to article VI was duly adopted by the affirmative approval of two-thirds of all homeowners at the Annual Meeting of the Members on May 3, 2001, as required by the amendment to article VII, section 3 of the Declaration.

The following provision was added to article VI of the Declaration:

"Section 10. Nuisances. No nuisances shall be allowed upon the association property or in the units, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents."

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date first above written.

WELLEBY TOWNHOMES ASSOCIATION, INC.

Joac Francis
Witness

Martin Kaplan
President

Marla Whiddell
Witness

Ronnie Callan
Witness

James P. [Signature]
Secretary

3007 NW 100th Ave
Sunrise, FL 33351-1

93270455

AMENDMENT TO DECLARATION OF
CONDITIONS AND RESTRICTIONS

OF

WELLEBY TOWNHOMES ASSOCIATION, INC.

93 JUN 25 PM 1:30

THIS AMENDMENT is to that certain Declaration of Conditions and Restrictions of the VILLAS OF WELLEBY, INC. DATED May 11, 1979, and recorded August 24, 1979, in O.R. BOOK 8404 at PAGES 641 through 656, Public Records of Broward County, Florida.

The Declaration of Conditions and Restrictions of the VILLAS OF WELLEBY, INC., is hereby amended as follows:

1. ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS. Section 8 is amended as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Residential Unit.

2. ARTICLE VI. - USE RESTRICTIONS AND COVENANTS. A new Section 12 shall be added as follows:

Section 12. Leasing.

A. Compliance Required. In order to assure a community of congenial and responsible residents, to assure continuity of residents and to limit transiency, no lessee may occupy, nor may any lease of any Residential Unit be made, except in compliance with the provisions of this Section 12.

WURTENBERGER & SCHOTTENFELD (AGENT)

2875 SO. UNIVERSITY DRIVE

DAVIE, FL 33328



BK20823PGU163

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B. Written Lease. Any rental or lease of any Residential Unit shall be pursuant to written lease or rental agreement. Should any one other than those specified in the written lease occupy the Residential Unit, the occupancy shall be unauthorized and the lease shall be in default. An Owner who intends to lease his Residential Unit shall provide the Board of Directors with an original executed lease with the Tenant, which lease shall contain the following information and provisions:

- (1) The names and ages of all persons who will be entitled to occupy the Residential Unit;
- (2) An acknowledgment that Tenant has read the Declaration of Conditions and Restrictions and Rules and Regulations and an agreement by the Tenant to comply with the Declaration of Conditions and Restrictions and Rules and Regulations (as may be amended from time to time by the Association);
- (3) An agreement to comply with the laws of all governmental authorities having jurisdiction of the subject Residential Unit;
- (4) An agreement that failure to pay the Association fees and assessments within thirty (30) days shall constitute a default under the lease; and
- (5) An agreement that a violation of the lease which shall continue after ten (10) days written notice by the Association shall constitute a default under the lease and shall give the Association standing to file suit for eviction and for damages.

C. Security. The Association shall receive as a part of the Notice hereunder required, tender of a security deposit, in an amount to be determined by the Board of Directors from time to time, but in no event to exceed one (1) month's rental under the proposed lease. The security deposit shall be retained by the Association in a non-interest bearing account, and returned to the Tenant ten (10) days after all occupants under the lease have permanently vacated the Residential Unit, provided, however, the Association shall have the right to deduct expenses incurred in enforcement of the lease, the costs of any repair or replacement of personal property of the Association or improvements within the common areas caused by the negligence, recklessness, or wilful conduct of any occupants under the lease or their agents, invitees or guests.

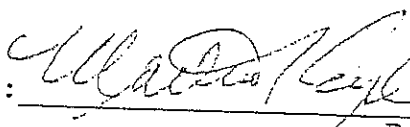
D. Enforcement. In addition to any other method of enforcement which may be available to the Association for violation of this Section 12, the Association may levy reasonable fines against violators, pursuant to the Rules and Regulations promulgated in regard thereto by the Board of Directors. In addition, in any action brought to enforce the provisions of this Section 12, or documents executed in connection therewith, and whether violation is by the Owner or Tenant, the Association as the prevailing party shall be entitled to reasonable attorney's fees at all trial and appellate levels.

E. The Board of Directors May Delegate. All acts to be performed by the Association may be delegated by the Board of Directors to a committee appointed by the Board of Directors to handle leasing matters.

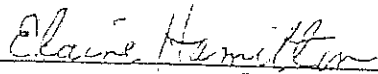
3. All other provisions of the aforesaid Declaration of Conditions and Restrictions of the Villas of Welleby, Inc. and all Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, WELLEBY TOWNHOMES ASSOCIATION, INC., has caused this Amendment to be signed in its name by its President and attested to by its Secretary this 10th day of June, 1993.

WELLEBY TOWNHOMES ASSOCIATION, INC.,
a Florida corporation

BY: 
President

(Print/type name and address) Martin Kaplan
6535 N.W. 38th Pl.
Sunrise, FL 33351

ATTEST: 
Secretary
Elaine Hamilton

BK20823PG0165

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR
WELLEBY UNIT FOUR

87472813

The Declaration of Conditions and Restrictions for WELLEBY UNIT FOUR was duly recorded in Official Records Book 8404, Page 641, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article VII of the afore-described Declaration of Conditions and Restrictions, an amendment to the Declaration of Conditions and Restrictions of the afore-described Plat was made, approved and ratified by the membership.

This Certificate and the attached Amendment of Declaration of Conditions and Restrictions of the aforescribed Plat are being filed in the Public Records of Broward County, Florida, in conformity with the provisions of the Declaration. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendment of Declaration of Conditions and Restrictions will become effective as the Amendment of Declaration of Conditions and Restrictions of the above-described Plat.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 29th day of October, 1987.

Signed, sealed and delivered in the presence of:

WELLEBY TOWNHOMES ASSOCIATION, INC.

Robert A Hamilton

BY [Signature]
Robert R. Tedesco, President

Barbara Manson

Attest:

Elaine Hamilton
Secretary (SEAL)

State of Florida
County of Broward

Personally appeared before me, Robert R. Tedesco and Elaine Hamilton, as President and Secretary, respectively of Welleby Townhomes Association, Inc., and after having been first duly sworn by me, depose and say that they executed this instrument freely and voluntarily for the purposes therein expressed.

Dated this 27 day of October, 1987.

[Signature]
Notary Public

MY Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 8, 1989
BONDED THRU GENERAL INS. CO.

This instrument was prepared by:
Trvia W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

27 NOV 1987 11:51

BK14945P00444

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10-29-87

AMENDMENT TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS
TO
THE PLAT OF WELLESBY UNIT FOUR

_____ DENOTES ADDITION

----- DENOTES DELETION

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended ~~during the first twenty (20) year period~~ by an instrument signed by not less than ~~ninety (90%) percent of the Owners, and thereafter by an instrument signed by not less than seventy five (75%) percent of the Owners.~~ a two-thirds majority of all homeowners. Any amendment must be recorded.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK14945P60445

AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS COVERING WELLEBY UNIT FOUR, PLAT BOOK 80, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THIS AMENDMENT to the Declaration of Conditions and Restrictions, made on the date hereinafter set forth, by WELLEBY TOWNHOMES ASSOCIATION, INC., hereinafter called "Association", and consented to by SUNRISE PROPERTIES, INC., hereinafter called "Welleby Developer", and further consented to by THE WILLIAM LYON COMPANY, a California corporation, hereinafter called "Mortgagee".

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W I T N E S S E T H :

WHEREAS, VILLAS OF WELLEBY, INC., did file for public record a certain Declaration of Conditions and Restrictions, which is dated May 11, 1979, filed of record August 24, 1979, in Official Records Book 8404, Page 641, et. seq., which shall be called the "Declaration" or as may be called "Declaration of Conditions"; and

WHEREAS, the Welleby Developer is the successor in interest to VILLAS OF WELLEBY, INC., pursuant to a Deed which was delivered to it in lieu of foreclosure, which Deed covered certain real property more particularly set forth in that Corrective Special Warranty Deed dated October 1, 1980, filed of record in Official Records Book 9169, Page 808; and

WHEREAS, the Welleby Developer is currently the fee simple owner of the lands which are described in the Exhibit attached hereto as Exhibit "A"; and

WHEREAS, it is necessary to amend the original "Declaration" in order to avoid certain title problems with reference to the existence of certain constructed building pads which may be at variance with the legal descriptions set forth in the original Declaration, which building pads are located in the lands owned by the Welleby Developer, as set forth in Exhibit "A", which lands will be hereinafter called "PHASE II"; and

WHEREAS, the Association is currently managing certain "residential units" which are located in the lands comprising the balance of WELLEBY UNIT FOUR, which lands are separate and apart

REC 11147 PG 071

*Prepared by Robert E. Ford, Jr.
700 NE 4th Street
Fort Lauderdale, Fla.*

117

from PHASE II but which are also encumbered by the Declaration, which lands will be called PHASE I; and

WHEREAS, the parties deem it advisable to amend the Declaration and to have the Mortgagees join in and to further append thereto the consent of ninety percent (90%) of the owners, in accordance with the amendment procedures set forth in Article VII, Section 3, of the Declaration;

NOW, THEREFORE, the following Amendments to the "Declaration" are hereby made and declared to touch, concern, and run as covenants and restrictions running with the land amending those portions of the original "Declaration" which may be in conflict with those provisions, and to the extent that these amendments do not conflict with the original provisions of the "Declaration", those original provisions shall still remain in force and effect. The Amendments to the Declaration are as follows:

1. Section 4 of Article I is amended in its entirety to read as follows:

Section 4. A "Residential Unit" shall mean a completed dwelling unit constructed upon a lot in a block which is capable of habitation as evidenced by a certificate of occupancy issued by the City of Sunrise. Each Residential Unit shall be subject to exclusive ownership and shall include that part of a building erected on the property containing the "Residential Unit" that lies within the boundaries of the "Residential Unit".

2. Section 6 of Article I is amended to add the following:

Section 6. Sunrise Properties, Inc., a Florida corporation, is hereby designated as the "Welleby Developer" for those lands in Exhibit "A" comprising a portion of WELLEBY UNIT FOUR, according to the Plat thereof, as recorded in Plat Book 30, Page 1, of the Public Records of

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Broward County, Florida. The "Welleby Developer" shall have the sole right to assign its rights as a "Welleby Developer" by an instrument known as a "Designation of Welleby Developer", and they shall have all rights as previously given and as reinstated under this Declaration and amendments, until the last unit in PHASE II is sold.

3. Article II is amended to add Sections 4 and 5, which shall read as follows:

Section 4. Ingress and Egress Rights.

Notwithstanding the failure to pay an assessment levied by the "Association", a "Residential Unit" owner, his personal representative, his trustee in bankruptcy, his receiver, or any party foreclosing a lien or a mortgage of any successor in title shall not be denied the right of ingress and egress to that unit upon WELLEBY UNIT FOUR.

Section 5. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

4. Section 9 of Article IV is amended in its entirety to read as follows:

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any "Residential Unit" to any institutional lender now or hereafter placed upon the properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold

REC 1114796 873

title subject to the liability and lien for any assessments becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against a "Residential Unit" by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all "Residential Units", including the "Residential Unit" as to which the foreclosure (or conveyance in lieu of foreclosure) took place. An "institutional lender" is defined as a nationally chartered bank, a state bank, a federal or state chartered savings and loan association, an insurance company, a real estate investment trust or a mortgage lender whose mortgage is insured as an F.H.A. or V.A. loan.

5. Article IV is amended to add Sections 10 and 11, which shall read as follows:

Section 10. Welleby Developer's Assessments. The "Welleby Developer" shall not be responsible to pay any assessments on "Residential Units" it owns until the City of Sunrise has issued a certificate of occupancy for that "Residential Unit". Each purchaser of a "Residential Unit" from the "Welleby Developer" in those lands in Exhibit "A" shall not be responsible for a period of six (6) months after the conveyance, for payment of any special assessment for repairs or capital improvements which benefit only existing "Residential Units" in the balance of the remaining lands in WELLEBY UNIT FOUR, which is PHASE I.

6. Article V is amended to add the following language:

The "Welleby Developer", until it conveys title to the last "Residential Unit" in the lands described in Exhibit "A", shall have and maintain complete and sole control as to the planning, building, and construction of the lands described in Exhibit "A", including but not limited to architecture, architectural plans, building locations, location and construction of roads and utilities, development of the common areas, ingress and egress, signage at the project, the right to tie roads into existing road in WELLEBY UNIT FOUR, the right to tie utilities into existing utilities in WELLEBY UNIT FOUR, and the right to erect and maintain sales and construction buildings or trailers on any portion of the lands described in Exhibit "A" and the right to install utilities and grant utility easements in common areas.

7. There is an added VIII to read as follows:

ARTICLE VIII
AMENDMENT OF LEGAL DESCRIPTION

1. Section 1. Existing Lands. The "Welleby Developer" is the successor in title to Villas of Welleby, Inc., by a deed in lieu of foreclosure as to the lands described in Exhibit "A", which lands are called PHASE II. Villas of Welleby, Inc., developed and constructed "Residential Units" on the balance of lands in WELLEBY UNIT FOUR, which lands are called PHASE I. Villas of Welleby, Inc., constructed certain building pads in PHASE II (which are synonymous with "blocks" as that term was used in Exhibit 1 to the original Declaration of Conditions and Restrictions) which

may deviate from the specific metes and bounds legal descriptions for the "lots" and "blocks" described in the Declaration of Conditions and Restrictions. To avoid having a constructed or additional building pad encroaching in what was previously defined as a common element and so the legal descriptions of "Residential Units" will properly conform to the existing or additional building pads in PHASE II (which is a block and on which lots will lie and future "Residential Units" will be erected), all of the metes and bounds legal descriptions for "lots" within a block in PHASE II are cancelled from the Declaration of Conditions and Restrictions. These lots which are part of PHASE II and whose legal descriptions are cancelled are as follows:

<u>Lots</u>	<u>Blocks</u>
1 through 5	10
1 through 4	11
1 through 5	12
1 through 5	13
1 through 4	14
1 and 2	16
1 and 2	19
1 and 2	20
1 and 2	21
1 and 2	22
1 and 2	23
1 and 2	24
1 and 2	25
1 and 2	26
1 and 2	27
1 and 2	28

2. Section 2. Future Conveyances. The "Welleby Developer" may develop PHASE III in phases. As each "Residential Unit" is constructed upon a "lot", it will obtain an "as built" legal description of that "lot" which will then be set forth in the deed of conveyance. Upon the final conveyance of all "Residential Units" in a phase

REC 11147 PG 870

and upon substantial completion of the improvements to the "Common Area" in that phase including, but not limited to, sod and a functional irrigation system, the Welleby Developer shall convey to the "Association" by quitclaim deed the "Common Areas" in that phase and the "Association" shall automatically be deemed to have accepted this deed upon its recordation. The "Association" shall automatically accept each "Residential Unit" owner as a member of the "Association" and the conveyance by the "Welleby Developer" of a "Residential Unit" to an owner shall subject that "Residential Unit" to all rights, privileges and obligations of the Declaration of Conditions and Restrictions, as amended.

3. Section 3. Final Legal Descriptions. Upon the final conveyance of a "Residential Unit" by the "Welleby Developer" in PHASE II, it shall at its expense prepare and record a map which shall set forth the exact legal descriptions and locations of all lots and blocks, the location of common elements, the location of roads and utilities, and the location of all easements in PHASE II. The recordation of this map shall automatically (without the need for voting) amend the Declaration of Conditions and Restrictions so as to finally reflect the "as built" improvements, "Common Elements", road, utilities and easements in PHASE II and their locations.

IN WITNESS WHEREOF, the Association, the Welleby Developer, and the Mortgagee have caused these presents to be executed this 18th day of July, 1983.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the record holder of all existing Mortgages on the property described in WELLEBY UNIT FOUR, according to the Plat thereof, as recorded in Plat Book 80, Page 1, of the Public Records of Broward County, Florida, hereby joins in and consents to the making of the foregoing Amendments to the Declaration of Conditions and Restrictions and consents to the recordation of same.

Witnesses:

[Signature]
[Signature]

THE WILLIAM LYON COMPANY, a California Corporation, the Successor to THE LYON REALTY COMPANY, a California corporation, the successor to CONTINENTAL ILLINOIS REALTY, a California Real Estate Investment Trust.
"Mortgagee"

By: [Signature]
Dwight W. Jundt, Vice President

Attest: [Signature]
Steven J. Feldman
Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of July, 1983, by DWIGHT W. JUNDT and STEVEN J. FELDMAN, the Vice President and Assistant Secretary, respectively, of THE WILLIAM LYON COMPANY, a California corporation, on behalf of said corporation.

[Signature]
Notary Public
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA A.E.D.M.
MY COMMISSION EXPIRES AUG 27 1983
ISSUED THRU GENERAL INS. UNDERWRITERS

REC 11147 PG 880

LAND DESCRIPTION

Phase II

All of "WELLEBY UNIT FOUR", according to the Plat thereof, as recorded in Plat Book 80, Page 1, of the Public Records of Broward County, Florida;

LESS AND EXCEPTING

A Portion of said "WELLEBY UNIT FOUR", more particularly described as follows:

BEGIN at the Northeast corner of said "WELLEBY UNIT FOUR"; Thence South $01^{\circ}28'24"$ East, along the Easterly boundary of said Plat, 535.05 feet to a point on the arc of a tangent curve; Thence Southwesterly, along the arc of said curve being concave to the Northwest, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00"$, an arc distance of 39.27 feet; Thence tangent to said curve, South $88^{\circ}31'36"$ West, 129.67 feet; Thence North $01^{\circ}28'24"$ West, 207.00 feet; Thence North $88^{\circ}31'36"$ East, 126.00 feet; Thence North $01^{\circ}28'24"$ West, 76.87 feet; Thence South $88^{\circ}31'36"$ West, 93.99 feet; Thence South $69^{\circ}32'13"$ West, 155.00 feet; Thence South $88^{\circ}32'13"$ West, 155.71 feet; Thence North $16^{\circ}27'47"$ West, 76.31 feet to a point on the arc of a tangent curve; Thence Northwesterly, along the arc of said curve being concave to the Southwest, having a radius of 18.00 feet, a central angle of $75^{\circ}00'00"$, an arc distance of 23.56 feet; Thence tangent to said curve, South $88^{\circ}32'13"$ West, 76.80 feet to a point on the arc of a tangent curve; Thence Southwesterly, along the arc of said curve being concave to the Southeast, having a radius of 38.00 feet, a central angle of $40^{\circ}00'00"$, an arc distance of 26.53 feet; Thence tangent to said curve, South $48^{\circ}32'13"$ West, 63.47 feet; Thence North $41^{\circ}27'47"$ West, 150.00 feet; Thence North $48^{\circ}32'13"$ East, 94.89 feet to a point on the arc of a tangent curve; Thence Northeasterly, along the arc of said curve being concave to the Southeast, having a radius of 100.00 feet, a central angle of $40^{\circ}00'00"$, an arc distance of 69.81 feet; Thence tangent to said curve, North $88^{\circ}32'13"$ East, 128.18 feet to a point on the arc of a tangent curve; Thence Southeasterly, along the arc of said curve being concave to the Southwest, having a radius of 50.00 feet, a central angle of $75^{\circ}31'21"$, an arc distance of 65.91 feet to a point of reverse curvature; Thence along the arc of said curve being concave to the North, having a radius of 50.00 feet, a central angle of $151^{\circ}02'42"$, an arc distance of 131.81 feet to a point of reverse curvature; Thence along the arc of said curve being concave to the Southeast, having a radius of 50.00 feet, a central angle of $75^{\circ}31'21"$, an arc distance of 65.91 feet; Thence tangent to said curve, North $88^{\circ}32'13"$ East, 224.49 feet to a point on the arc of a tangent curve; Thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00"$, an arc distance of 39.27 feet to a point of reverse curvature; Thence along the arc of said curve, being concave to the North, having a radius of 25.00 feet, a central angle of $180^{\circ}00'00"$, an arc distance of 78.54 feet; Thence tangent to said curve, North $01^{\circ}27'47"$ West, 115.00 feet; Thence North $88^{\circ}31'36"$ East, 149.99 feet to the POINT OF BEGINNING (the last eleven (11) courses described being coincident with the Northerly boundary of said "WELLEBY UNIT FOUR").

Said lands lying in the City of Sunrise, Broward County, Florida.

EXHIBIT A

REC 11147 PG 001

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 3404, Page 641 et. seq. of the Public Records of Broward
 County.

Barbara Simon
 Signature
 BARBARA SIMON
 Name
 3820 N.W. 94 WAY
 Address
 SUNRISE, FLA. 33321
 18 E.
 Unit No.

Jeffrey H. Shattuck
 Signature
 Jeffrey H. Shattuck
 Name
 9445 N.W. 38th Pl
 Address
 Sunrise Fl 33321
 Unit No.

Ed. S. ...
 Signature
 EDWARD ...
 Name
 7571 N.W. 94 Way
 Address
 Sunrise Fl 33321
 1 E
 Unit No.

Haskell H. Rubin
 Signature
 HASSELL H. RUBIN
 Name
 9515 N.W. 38th PLACE
 Address
 SUNRISE, FLA. 33321
 5 813
 Unit No.

Alph Menzies
 Signature
 ALPH MENZIES
 Name
 3899 N.W. 94th Pl
 Address
 SUNRISE FL 33321
 1 F
 Unit No.

Jim Donnell
 Signature
 JIM DONNELL
 Name
 9577 N.W. 38th Pl
 Address
 Sunrise 33321
 9 D
 Unit No.

Richard Amado
 Signature
 RICHARD AMADO
 Name
 9432 NW 38th Pl
 Address
 SUNRISE, FL 33321
 15
 Unit No.

James ...
 Signature
 JAMES ...
 Name
 9479 N.W. 38th Pl
 Address
 Sunrise FL 33321
 16 B
 Unit No.

Daniel S. Anthony
 Signature
 DANIEL S. ANTHONY
 Name
 3867 N.W. 94 Ave
 Address
 SUNRISE 33321
 4 D
 Unit No.

William Spritzen
 Signature
 WILLIAM SPRITZEN
 Name
 7401 NW 94 Ave
 Address
 Sunrise FL 33321
 3 E
 Unit No.

Loring Biederman
 Signature
 LORING BIEDERMAN
 Name
 3809 N.W. 94 Ave
 Address
 Sunrise FL 33321
 3 F
 Unit No.

William Spritzen
 Signature
 WILLIAM SPRITZEN
 Name
 9475 NW 38th Pl
 Address
 Sunrise, FL 33321
 6 D
 Unit No.

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

[Handwritten Signature]
 Signature
 ALEX BLECHMAN
 Name
 55 LIBERTY RD
 Address
 TASPAN NY

Signature
 Name
 Address

Signature
 Name
 Address

Unit No.
[Handwritten Signature]

Unit No.

Unit No.

[Handwritten Signature]
 Signature
 ALEX BLECHMAN
 Name
 9451 NW 38th PL.
 Address
 SUWASE, FLORIDA

Signature
 Name
 Address

Signature
 Name
 Address

Unit No.

Unit No.

Unit No.

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Unit No.

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Unit No.

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RECEIVED AUG 19 1983

OFF 11147 pg 003

WE THE UNDERSIGNED being the unit owners in Wellaby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

[Signature]
 Signature
BARCY LEVINE
 Name
[Signature]
 Address
W 38 PLACE, SUNRISE.
7B
 Unit No.

 Signature

 Name

 Address

 Unit No.

 Signature

 Name

 Address

 Unit No.

[Signature]
 Signature
[Signature]
 Name
749 N.W. 38 PLACE
 Address
SUNRISE FLA.
7-D
 Unit No.

 Signature

 Name

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 Unit No.

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 Unit No.

REC 11147 PG 004

WE THE UNDERSIGNED being the unit owners in Welley Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

Ben Edelstein
 Signature
Ben Edelstein
 Name
9428 NW 38th Place
 Address
SUNRISE, FLA 33321

15
 Unit No.

Signature

Name

Address

Unit No.

Signature

Name

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Unit No.

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Unit No.

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Address

Unit No.

REC 11 147 ps 005

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

Carol Zingale
 Signature
 CAROL ZINGALE
 Name
 931 N.W. 38 PL.
 Address
 SUWANEE FLA. 33321
 9B
 Unit No.

Signature
 Name
 Address
 Unit No.

Signature
 Name
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 Unit No.

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REC 11147 pg 880

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

David J. Widom
Signature
DAVID WIDOM
Name
9487 NW 38th Pl
Address
Sunrise
7
Unit No.

Signature

Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

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Unit No.

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Address

Unit No.

REC 1 147 PG 087

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

✓ Stan Kallman
Signature
STAN KALLMAN
Name
1755 N.W. JOSEPH
Address
SUNRISE FLA 33321

Signature

Name

Address

Signature

Name

Address

Unit No.

Unit No.

Unit No.

Signature

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Address

Unit No.

Unit No.

Unit No.

REC 11/4/7 pg. 888

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

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 Name
 Address
Handwritten address

Unit No.

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Unit No.

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Unit No.

REC 11147 PG 889

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

Ronald Meyer
 Signature

Name
RONALD MEYER

Address
3828 N.W. 14th St W 1/2 E
305-741-5049

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

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Unit No.

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Unit No.

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Unit No.

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Unit No.

Signature

Name

Address

Unit No.

OFF
 REC
 11/14/77
 PG 890

RECEIVED AUG 22 1982

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

Rose Spadaro
 Signature
 9459 N.W. 38th Pl.
 Name
 Address
 Unit No.

William M. Weinstein
 Signature
 9511 N.W. 38th Pl.
 Name
 Sunrise Fla. 33321
 Address
 Kevin M. Weinstein
 Unit 8-C-2
 Unit No.

Signature
 Name
 Address
 Unit No.

Rose Spadaro
 Signature
 Rose Spadaro
 Name
 9459 N.W. 38th Pl.
 Address
 Sunrise Fla. 33321
 5D
 Unit No.

S.P. Ernest Jones
 Signature
 S.P. Ernest Jones
 Name
 9511 N.W. 38th Pl.
 Address
 Sunrise, Fla. 33321
 S-C-1
 Unit No.

Signature
 Name
 Address
 Unit No.

B. Morley
 Signature
 B. Morley
 Name
 4463 N.W. 38th Place
 Address
 Sunrise Fla 33321
 #5
 Unit No.

M. Ernst
 Signature
 M. Ernst
 Name
 3825 NW 94 Ave.
 Address
 Sunrise, 33321
 7F
 Unit No.

Signature
 Name
 Address
 Unit No.

Steve A. Supin
 Signature
 Steve A. Supin
 Name
 9467 NW 38th Pl
 Address
 Sunrise Fla 33321
 L.A.
 Unit No.

Signature
 Name
 Address
 Unit No.

Signature
 Name
 Address
 Unit No.

REC
 11147 PG 091

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

[Handwritten Signature]

Signature

SHARON

Name

9519 NW 38th Pl

Address

Camden Fla

33321 9A

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

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Unit No.

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Unit No.

Signature

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Address

Unit No.

OFF REC 11147 PG 892

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80,- Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

Signature
SPRINGER
Name
3812 N.W. 94 WAY
Address
SUNRISE
18F
Unit No.

Signature
Name
Address
Unit No.

Signature
Name
Address
Unit No.

Signature
Name
Address
Unit No.

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Unit No.

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Unit No.

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Unit No.

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Address
Unit No.

REC 1 17 pg 093

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

[Handwritten Signature]
 Signature
 Name
 9509 N.W. 38 PL
 Address
 SUNRISE, FL 33321
 EB

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

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Unit No.

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Unit No.

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Unit No.

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Unit No.

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Unit No.

Signature

Name

Address

Unit No.

REC
 1147 PG 094

WE THE UNDERSIGNED being the unit owners in Walleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

Richard T. Graziano
 Signature
 RICHARD T. GRAZIANO
 Name
 9483 N.W. 38TH PL. #E
 Address
 Fort Lauderdale, Florida
 33321

Unit No. _____

Signature _____

Name _____

Address _____

Unit No. _____

Signature _____

Name _____

Address _____

Unit No. _____

Signature _____

Name _____

Address _____

Unit No. _____

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Unit No. _____

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Unit No. _____

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Unit No. _____

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Name _____

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Unit No. _____

Signature _____

Name _____

Address _____

Unit No. _____

REC 11147 PG 895

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 81 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

Roz. Rosenbick
 Signature
Roz. Rosenbick
 Name
2736 U.W. Garrison
 Address
Suwannee, Florida
17E
 Unit No.

 Signature

 Name

 Address

 Unit No.

 Signature

 Name

 Address

 Unit No.

 Signature

 Name

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 Unit No.

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 Unit No.

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 Unit No.

 Signature

 Name

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 Unit No.

REC 1147 pg 890

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

M. Marie Egart
 Signature
M. Marie Egart
 Name
3817 NW 94th Ave
 Address
Sunrise, Fla.
 Unit No.

Signature
 Name
 Address
 Unit No.

Signature
 Name
 Address
 Unit No.

Madelyn Ernst
 Signature
Madelyn Ernst
 Name
3825 NW 94th Ave.
 Address
Sunrise, FL 33321
 Unit No.

Signature
 Name
 Address
 Unit No.

Signature
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 Unit No.

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 Unit No.

REC 1114706 897

RECEIVED AUG 30 1983

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4,
 Plat Book 80, Page 51 do hereby execute this document for the purpose
 of signifying our written consent in accordance with the Amendment
 Procedures in Article VII, Section 3 to these Amendments to the
DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official
 Record Book 8404, Page 641 et. seq. of the Public Records of Broward
 County.

Handwritten note:
 missing
 address

Anastasia Regenholt
 Signature
 ANASTASIA REGENHOLD
 Name
 7795 ENGINA WAY #145
 Address
 SEMINOLE, FL. 33542
 phone 813-237-4519
 Unit No.

Anastasia Regenholt
 Signature
 ANASTASIA REGENHOLD
 Name
 3993 N.W. 94TH AVE
 Address
 SUNRISE, FL. 33321
 Unit No. 44

Harold Regenholt
 Signature
 HAROLD REGENHOLD
 Name
 3993 N.W. 94TH AVE
 Address
 SUNRISE, FL. 33321
 Unit No. 4

Signature
 Name
 Address
 Unit No.

Signature
 Name
 Address
 Unit No.

Signature
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 Unit No.

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 Unit No.

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 Unit No.

OFF REC 1147 pg 898

WE THE UNDERSIGNED being the unit owners in Welleby Unit 4, Plat Book 80, Page 81 do hereby execute this document for the purpose of signifying our written consent in accordance with the Amendment Procedures in Article VII, Section 3 to these Amendments to the DECLARATION OF CONDITIONS AND RESTRICTIONS recorded in Official Record Book 8404, Page 641 et. seq. of the Public Records of Broward County.

Susan Schwabberg
 Signature
 Susan Schwabberg
 Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

Address

Unit No.

Signature

Name

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Unit No.

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Unit No.

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Unit No.

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Address

Unit No.

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 F. T. JOHNSON
 COUNTY ADMINISTRATOR

RECEIVED SEP 12 1983

OFF
 REC 111147 PG 899

79-258926

DECLARATION
OF CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by VILLAS OF WELLEBY, INC., hereinafter referred to as "Welleby Developer".

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain Land (hereinafter called the "Property", situate, and being in the County of Broward, State of Florida, which is more particularly described as:

All of the Plat of WELLEBY UNIT FOUR, according to the Plat thereof, recorded in Plat Book 80, Page 1, of the Public Records of Broward County, Florida.

NOW THEREFORE, Welleby Developer heraby declares that the property described above shall be held, sold and conveyed subject to a certain Declaration of Protective Covenants dated October 5, 1978, filed by Sunrise Properties, Inc. on October 12, 1978 in Official Records Book 7814, Page 955, and amended by instrument dated April 23, 1979, filed May 11, 1979 in Official Records Book 8203, Page 975, of the Public Records of Broward County, Florida, and the ~~the~~ easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

AUG 24 3 46 PM '79

REC 81104 not 041

59

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WELLEBY TOWNHOMES ASSOCIATION, INC., its successors and assigns.

Section 2. ~~"Property" shall mean and refer to that certain real property hereinbefore described, and each additions thereto as may hereafter be brought within the jurisdiction of the Association.~~

Section 3. "Owner" shall mean and refer to the ~~record~~ owner, whether one or more persons or entities, of a fee simple title to any Residential Unit which is a part of the Property, including ~~contract sellers~~, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Residential Units" shall mean and comprise the separately numbered dwelling units ~~which are to be shown in the plot plan attached hereto as Exhibit "IV".~~ Each Residential Unit shall be subject to exclusive ownership and shall include that part of a building erected on the Property containing the Residential Unit that lies within the boundaries of the Residential Unit.

Section 5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Residential Unit only. The Common Areas to be owned by the Association at the time of the conveyance of the first Residential Unit shall mean and comprise all of the real property, improvements and facilities of the Property other than the Residential Units which are to be used for residential purposes.

"Limited Common Areas" shall mean and refer to those portions of the Common Areas reserved for the use of a certain Residential Unit to the exclusion of other Residential Units.

The Common Areas and the Limited Common Areas are properly shown in the plot plan attached hereto as Exhibit "1".

Section 6. "Welleby Developer" shall mean and refer to VILLAS OF WELLEBY, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Residential Unit from Welleby Developer for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Residential Unit subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas and any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Residential Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

RE 8404 MAR 1983

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

(d) the existing restrictions, easements and covenants contained in the Declaration of Protective Covenants as recorded in Official Records Book 7814, at Page 955, of the Public Records of Broward County, Florida, amended by instrument dated April 23, 1979.

(e) any and all rules and regulations promulgated by the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. The Walleby Developer reserves to itself an easement, privilege and right in and to, over, under, on and across the Property for ingress and egress as required by its officers, directors, employees, agents and/or invitees in order to perform its duties and obligations.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Residential Unit which is subject to assessment shall be a member of the

REC 8404 PAGE 644

Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit which is subject to assessment.

Section 2. Each owner of a Residential Unit in the Property shall, by virtue of such ownership interest, be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, each owner accepts his membership in the Association, acknowledges the authority of the Association to manage, operate and maintain the Property as an exclusive, private residential community, and agrees to abide and be bound by the provisions of this Declaration, the Certificate of Incorporation and By-Laws and other rules and regulations of the Association. It is understood and acknowledged that each owner is entitled to all of the rights, privileges and benefits of membership in the Association and that the owner(s) of each Residential Unit and appurtenances thereto shall be entitled to one vote for each Residential Unit owned, which vote may be exercised in the management of the affairs of the Association as provided in its By-Laws.

Each owner of a Residential Unit understands and acknowledges that the management and maintenance of the Property shall initially be under the sole and exclusive control of the Welleby Developer. The Welleby Developer may at any time but not later than January 1, 1983, delegate and assign to the Association all of Welleby

Developer's rights, powers, duties and obligations as set forth in this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Assessments. The Welleby Developer, for each Residential Unit owned within the Property, hereby covenants, and each Owner of any Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the operation of the Association, to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the ~~Common Areas, Limited Common Areas and of the Residential Units situated upon the Property.~~ In the event any Owner encloses the portion of the Limited Common Areas

located in the back of his Residential Unit its maintenance shall be paid by said Owner. The fences shall be erected following a uniform pattern designed by the "Welleby Developer".

Section 3. Maximum Annual Assessment. Commencing on the date of the closing of the purchase of a residential unit, each Owner shall be subject to an annual assessment to an Owner. The initial annual assessment to the Association shall not exceed \$30.00 per Residential Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first residential unit to an Owner, the initial annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership, pursuant to Paragraph (b) below.

(b) From and after January 1 of the year immediately following the conveyance of the first residential unit to an Owner, the initial annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of

RE 8A04 INC 647

each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Units and may be collected on a monthly basis.

Section 7. Fixing and Due Dates of Annual Assessments:
The Board of Directors shall fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Residential Unit have been paid. A properly executed certificate of the Association as

to the status of assessments on a Residential Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Residential Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to the provisions of the Declaration of Protective Covenants already recorded in Official Records Book 7814, Page 955. Sale or transfer of any Residential Unit shall not affect the assessment lien. However, the sale or transfer of any Residential Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Unit from liability for any assessments thereafter becoming due or from the lien thereof.

P. Am...

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing

RE 8404 PAGE 649

the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

Section 1. Residential Use. The Residential Unit shall be used solely for residential purposes and for no other purpose. No business or commercial building may be erected on any Residential Unit and no business or commercial activity may be conducted on any Residential Unit except for construction, sales and marketing offices of the Residential Units by The Welleby Developer.

Residential purposes as contained in this Declaration and this Article shall include any and all residential purposes whether single family, multi-family, or rental buildings.

Section 2. Exterior Maintenance. Each Owner shall maintain the Residential Unit and any and all fixtures attached thereto in a sightly manner and shall maintain all gutter, downspouts and other such fixtures in a good working order.

The Association shall maintain the exterior of the structure of the Residential Units in the same colors and with the same exterior treatments as when the improvements were originally constructed and deeded to the Owner. The Owner is specifically not permitted to change the color of the exterior or change the exterior treatment or roof treatment including the outer walls and the roof.

In the event an owner of any Residential Unit in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Residential Unit and the exterior of the buildings and any other improvements erected thereon. The provisions of Article IV, Section 6 notwithstanding, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Residential Unit is subject.

Section 3. Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon any part of the property between the street pavement and the front of a Residential Unit. All Residential Units and such property areas shall be maintained in a green and sightly manner.

Section 4. Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owners shall sweep or throw onto any other Residential Unit, from his dwelling, any dirt or any other materials, or otherwise litter in any way the Property. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Residential Units except in

closed sanitary containers. Such containers shall be kept in a sanitary condition. Such containers shall be placed outside the Residential Unit for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the Property.

Section 5. Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under any Residential Unit, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Residential Unit.

Section 6. Completion of Construction and Repairs. The construction of any new building or the repair of any building damaged by fire or otherwise shall be completed reasonably promptly. The failure of an Owner to complete any such construction for a period of more than six (6) months or to repair or remove damaged debris from a Residential Unit for a period of more than one (1) month shall be deemed unreasonable.

Section 7. Substantial Change. No Owner or agent of Owner is permitted to make structural change or addition to a Residential Unit so as to change the basic character of the building located thereon.

Section 8. Sales Office of Welleby Developer. Notwithstanding anything in this Declaration to the contrary, Welleby Developer may construct and maintain construction sales or marketing offices, together with a sign or signs relating thereto, on Residential Units or a Residential Unit of its choosing. The design of such a sales office and any signs and appurtenances thereto shall not be subject to approval by the Association.

Section 9. Party Walls.

(a) Each wall placed on the dividing line between the Residential Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

REC 8404 MAR 653

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. ~~This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners.~~ Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of MAY, 1979.

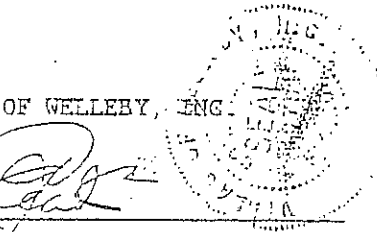
Signed, Sealed and Delivered VILLAS OF WELLEY, INC.
in the Presence of:

Sigman Schindler

Robert H. ...

By:

Attest:

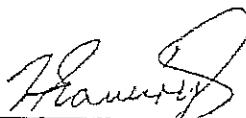


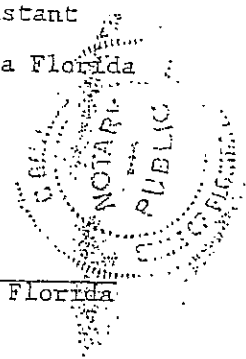
Carroll ...

REC 8404 MAR 654

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me
this 11th day of MAY, 1979, by LOREE FERRATE SR.
and OSCAR L. CONTRAL, the President and Assistant
Secretary, respectively, of VILLAS OF WELLEBY, INC., a Florida
corporation, on behalf of said corporation.


NOTARY PUBLIC, State of Florida
at Large



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 27 1982
LICENSED THRU GENERAL INS. UNDERWRITERS

8104 MAR 055

CONSENT OF WELLEBY MANAGEMENT ASSOCIATION INCORPORATED
TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS

Welleby Management Association Incorporated hereby consents to the Declaration of Conditions and Restrictions made by Villas of Welleby, Inc., on May 11, 1979 and states that the same in no manner contradicts and therefore is in conformity with the Declaration of Protective Covenants covering the Development, Use and Enjoyment of Welleby Unit Four (4), an exclusive residential community, recorded in Official Records Book 7814, Page 955, of the Public Records of Broward County, Florida.

Witnesses:

WELLEBY MANAGEMENT ASSOCIATION
INCORPORATED

Paul ^{ad} Swisher
Angela Pastore

By: David F. Wolf
President

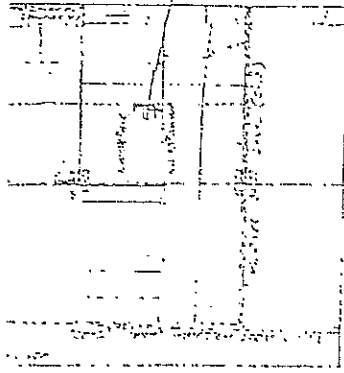
STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing Consent was acknowledged before me this 11~~th~~ day of May, 1979, by David Wolf the President of Welleby Management Association Incorporated, a Florida corporation.

Mary G. Phillips
NOTARY PUBLIC

My commission expires
Notary Public, State of Florida
My Commission Expires March 1, 1980
Bonded by American Fire & Casualty Co.

REC 8404 DNE 656



LOCATION AREA
 DEC 22 - 1957

REF 8404 657

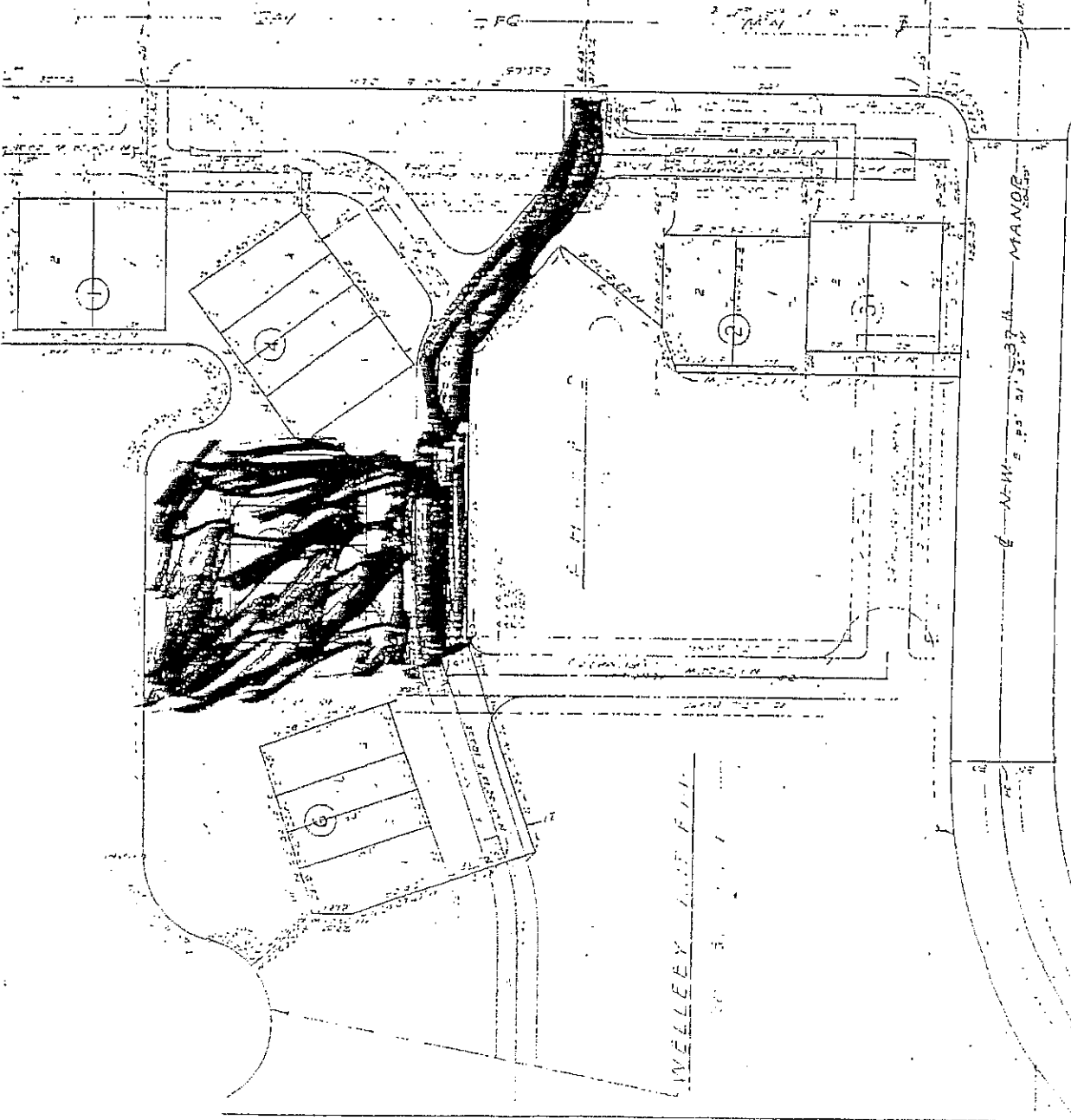
NOTE: ALL DIMENSIONS SHOWN ON THIS PLAN

SITE PLAN

WELLEY T. MANOR
 PHASE I

PLANS OF THE WELLEY T. MANOR
 PREPARED BY CAMPBELL & ASSOCIATES, INC.
 1000 W. BROADWAY, SUITE 400
 NEW YORK, N.Y. 10011

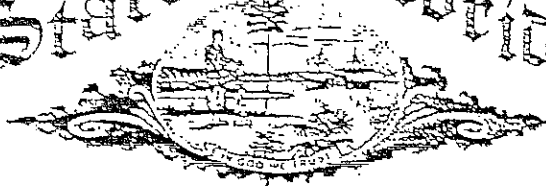
CAMPBELL & ASSOCIATES, INC.
 ARCHITECTS



WELLEY T. MANOR

N.W. 37th MANOR

State of Florida

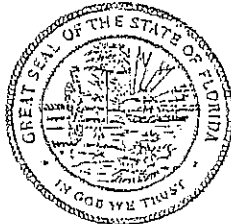


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WELLEBY TOWNHOMES ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 19, 1979, as shown by the records of this office.

The charter number for this corporation is 749836.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of November, 1979



CER 101 Rev. 3-79

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

WELLEBY TOWNHOMES ASSOCIATION, INC.

FILED
NOV 19 11 43 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WE, the undersigned, for the purpose of forming a corporation not for profit in accordance with the Laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of State of the State of Florida.

ARTICLE I

NAME

The name of this corporation shall be WELLEBY TOWNHOMES ASSOCIATION, INC.

For convenience, the corporation shall herein be referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The purposes for which the Association is formed are as follows:

A. To operate and manage WELLEBY TOWNHOMES ASSOCIATION, INC. and to undertake the performance of, and carry out the acts and duties incident to the operation and management of, said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's Bylaws and the Declaration of Condominium which will be recorded among the Public Records of Broward County; and to own, operate, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium of WELLEBY TOWNHOMES ASSOCIATION, INC.

C. To establish Bylaws and rules and regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles, and the Bylaws and rules and regulations of the Association.

D. To contract for the management of the Condominium and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

E. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the Bylaws or the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to the Condominium Act of the State of Florida, and shall have all of the powers reasonably necessary to implement the purposes of the Association. There shall be no dividend paid to any of the members of the Association, nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers.

ARTICLE III

MEMBERS

Section 1. Each Unit Owner in the Condominium shall automatically be a member of the Association. His membership will commence upon his acquiring title to a Unit and shall end upon his no longer owning the Unit. Membership certificates are not required and will not be issued.

Section 2. The voting rights of the members of the Association shall be as provided in Section 5 of the Declaration of Condominium.

Section 3. The share of a member of the Association in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE IV

EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Manuel J. Ramirez	1395 Coral Way Miami, Florida 33145
Raul E. Valdes-Fauli	1395 Coral Way Miami, Florida 33145
Pedro P. Saez	1395 Coral Way Miami, Florida 33145

ARTICLE VI

DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the Association's Bylaws.

Section 2. The number of Directors to be elected, the manner of their election, and their respective terms shall be as set forth in the Association's Bylaws.

Section 3. All officers shall be elected by the Board of Directors in accordance with the Bylaws at the regular annual meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable and consistent with the Association's Bylaws. The President and the Secretary shall be elected from among the membership of the Board of Directors, but no other officer need be a Director.

ARTICLE VII

OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers of the Association, all of whom shall be elected annually by the Board and who shall serve its pleasure. The names and addresses of the officers who shall serve until the first election of officers is held pursuant to the provisions of the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jorge Echarte Jr. President	2621 N.W. 46th Street Ft. Lauderdale, Fla.
Felipe J. Echarte Treasurer	2749 N.E. 18th Street Ft. Lauderdale, Fla.
Manuel J. Ramirez Secretary	1395 Coral Way Miami, Florida 33145

ARTICLE VIII

INITIAL BOARD OF DIRECTORS

The following persons shall constitute the initial Board of Directors, and they shall hold office for the term and in accordance with the provisions of the Association's Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
Manuel J. Ramirez	1395 Coral Way Miami, Florida 33145
Raul E. Valdes-Fauli	1395 Coral Way Miami, Florida 33145
Pedro P. Saez	1395 Coral Way Miami, Florida 33145

ARTICLE IX

BYLAWS

The Bylaws of the Association shall be adopted by the first Board of Directors and attached to the Declaration of Condominium to be filed in the Public Records of Broward County, Florida, which Bylaws may be altered, amended or rescinded in accordance with the Bylaws at any duly called meeting of the members of the Association.

ARTICLE X

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the Association not less than Ten (10) days nor later than Sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the Bylaws. An affirmative vote of a majority of the Board of Directors, and an affirmative vote of Fifty-one (51%) percent of the votes of members of the Association shall be required for adoption of the requested alteration, amendment or rescission.

ARTICLE XI

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or

any settlement thereof, to which he may be a part, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the aforesaid right of indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board of Directors may purchase liability insurance to insure all directors, or officers, past or present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Unit Owners as a part of the Common Expenses.

ARTICLE XII

ADDRESS

The principal office of the corporation shall be located at 1395 Coral Way, Miami, Florida 33145, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami County, Florida, this 12th day of November, 1979.

Signed, sealed and delivered in the presence of:

R. Aguirre
[Signature]
[Signature]

[Signature] (Seal)
 MANUEL J. RAMIREZ

[Signature] (Seal)
 RAUL E. VALDES-FAULI

[Signature] (Seal)
 PEDRO P. SAAVEDRA

STATE OF FLORIDA)
) SS:
 COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MANUEL J. RAMIREZ and RAUL E. VALDES-FAULI, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami County, Florida, this 12th day of November, 1979.

[Signature]
 NOTARY PUBLIC, State of Florida
 at Large

(G.P. Seal)
 STATE OF FLORIDA
 COUNTY OF MIAMI
 NOTARY PUBLIC
 RAUL E. VALDES-FAULI

My commission expires:

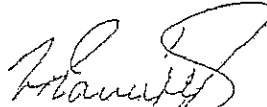
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the
following is submitted in compliance with said Act:

That WELLEBY TOWNHOMES ASSOCIATION, INC. (a Florida
corporation not for profit), desiring to organize under the
laws of the State of Florida with its principal office as
indicated in the Articles of Incorporation in the City of
, County of Broward, has named MANUEL J.
RAMIREZ of Dade County, State of Florida, as its agent to
accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for
above-stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply
with the provisions of said Act relative to keeping open
said office.



MANUEL J. RAMIREZ
(Registered Agent)

Nov 19 11 43 AM '19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

BY-LAWS

WELLEBY TOWNHOMES ASSOCIATION, INC.

A NON-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

The following By-Laws shall govern the operation of the Welleby Townhomes Association, Inc.

The Association whose name appears at the end of this instrument is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation), a planned residential community known as "Villas of Welleby".

Section 1. The office of the Association shall be at 1395 Coral Way, Miami, Florida, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be equivalent to "Association", as defined in the Declaration of Conditions and Restrictions for Villas of Welleby. All other words, as used herein, shall have the same definitions as attributed to them in said Declaration.

ARTICLE II

MEMBERSHIP AND VOTING PRIVILEGES

Section 1. Membership in the Association shall be limited exclusively to owners of units in Villas of Welleby, wherein this Corporation has been designated the Association to operate and administer said residential community by virtue of the Declaration of Conditions and Restrictions for Villas of Welleby. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association. If said membership is to become vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation, or other person as its "voting member".

Section 2. Voting.

(a) The owner(s) of each Unit shall be entitled to one (1) vote. If a Unit Owner owns more than one Unit, he shall be entitled to one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) The majority vote of the Unit owners' total votes shall decide any question unless the Declaration of Conditions and Restrictions, By-Laws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the unit owners' votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and, if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated as proxy.

Section 5. Designation of Voting Member. If a unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate as being entitled to cast the vote for a unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned.

If a unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but are not required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting. If they do not designate a voting member, and are 1) both present at the meeting and 2) unable to concur on their vote, then the vote of the unit represented shall be lost for the particular subject being considered. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually, the concurrence of the absent person not being necessary.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be open to all unit owners, and shall be held at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record at least fourteen (14) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. ~~All notices shall be mailed by certified mail to the address of the unit owner as it appears on the books of the Association.~~

Section 3. Annual Meeting. The annual meeting shall be held at 4:00 p.m., Eastern Standard Time, on the first Thursday of each year, for the purpose of transacting any business authorized to be transacted by the members; provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, each unit owner shall designate the person who shall be a member of the Board of Directors (subject to the provisions of Article II above), and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meetings. Unless otherwise provided by statute, special meetings of the members, for any purpose or purposes, may be called by any director by sending notice of the meeting in writing to all members, which Notice shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with, if all members approve such action in writing.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be voiced by the voting members; provided, however, that where a unit is owned jointly by a husband and wife who have not designated one of them as the voting member, their joint approval or disapproval shall be required if both are present. In the event only one is present, the person present may cast the vote without establishing the concurrence of the absent spouse.

Section 8. Minutes of Meetings. Minutes of all meetings of unit owners and of the Board of Administration shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of no less than three (3), but not more than five (5) persons. All Directors, except those designated by the Developer, shall be members of the Association. All officers of a corporate unit owner shall be deemed to be members of the Association so as to qualify as Directors herein. The term of each Director shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association, who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

MANUEL J. RAMIREZ

RAUL E. VALDES-FAULI

PEDRO P. SAEZ

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

Section 3. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of any death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of the directors duly called for the purpose, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Board of Directors.

Section 4. Regular Meeting. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by any director, by giving (5) days' notice, in writing, to the other members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 6. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is no quorum, the Director or Directors may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Compensation. Directors shall receive no compensation from the Association.

Section 9. Developer's Selection of Directors. The developer shall have the right to designate the Directors who need not be owners of units and may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 10. Power and Duties. The Board of Directors of the Association, acting in unison, shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are now by law or by these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in these By-Laws, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals, as the need arises.

(d) To make and amend regulations respecting the operation and use of the common elements, property and facilities, and the use and maintenance of the units therein.

(e) To contract for the management of the Association property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The association and its officers shall, however, retain at all times the powers and duties granted by these By-Laws, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be President, Secretary and Treasurer, all of whom shall be selected by the Board of Directors. All officers shall be members of the Board of Directors. The restrictions as to persons holding the aforementioned offices (being members of the Board of Directors) shall not apply while the Association is under control of the Developer, the control being the right of the Developer to select a majority of the Board of Directors.

Section 2. Election. The officers of the Association designated in Section 1 above shall be selected annually by the Board of Directors at the organizational meeting of each new Board of Directors following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Vice-Presidents, Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board.

Section 5. The President. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors. The Vice-President shall perform the duties of the President when the President is absent.

The Treasurer shall have custody of the Association's funds and securities, if any, and he shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions and of the financial condition of the Association.

The Treasurer shall collect assessments, if any, and shall promptly report the status of collection and of all delinquencies to the Board of Directors. He shall give status reports to potential transferees on which reports the transferees may reply.

The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and Treasurer of the Association. Obligations of the Association shall also be signed by said officers.

Section 2. Fiscal Year. The fiscal year for the Association shall begin on the first day of each year; provided, however, that

a different fiscal may be chosen at such time as the Board of Directors deems it advisable, in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America.

Section 3. Determination of Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum or sums as may be necessary and adequate for the common expenses of the Association, as the same may be determined from time to time by the Board of Directors.

Section 4. Application of Payments. All assessment payments by a Unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees. Other charges, expenses and advances, as provided herein, and general or special assessments, should be applied, in such manner an amount as the Board of Directors determines.

Section 5. Audits. Any unit owner may demand an annual audit of the accounts of the Association. Said audit shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be made available to the members of the Association and the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The cost of such audit shall be paid for by the unit owner demanding such audit.

Section 6. Application of Surplus. Any payments or receipts of the Association, whether from unit owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be either refunded to the unit owners or kept by the Association and applied against the Association's expenses for the following year as shall be determined by a vote of the unit owners, subject to approval by the Board of Directors of the Association.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the project which this Association operates and maintains, except as specifically provided for in the Restriction and Conditions Declaration.

ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Conditions and Restrictions or of these By-Laws, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration or the By-Laws, and the Association may then, at its option, have the following options:

(a) An action at law to recover its damage on behalf of the Association or on behalf of other unit owners;

(b) An action in equity to enforce performance on the part of the unit owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it 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 the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health 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 which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owners, Etc.

Each Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or right of subrogation. The expense for any maintenance, repair or replacement, as provided in this section, shall be charged to said Unit owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, whether litigation ensues or not.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right; provision, covenant or condition, which may be granted by the Declaration of Conditions and Restrictions, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition for the future.

ARTICLE IX

ADMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided that:

(a) Notice of the meeting shall contain a statement of the proposed Amendment; and

(b) The amendment has received the unanimous approval of the full Board of Directors.

ARTICLE X

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XI

PARLIAMENTARY RULES

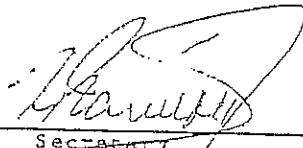
Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration of Conditions and Restrictions or these By-Laws.

ARTICLE XII

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

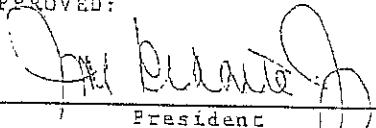
Should any of the covenants herein imposed be void or be or become unenforceable by law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing was adopted as the By-Laws of WELLEBY TOWNHOMES ASSOCIATION, INC. at the first meeting of its Board of Directors.



Secretary
Manuel J. Ramirez

APPROVED:



President
Jorge Echarte, Jr.

93270455

AMENDMENT TO DECLARATION OF
CONDITIONS AND RESTRICTIONS

OF

WELLEBY TOWNHOMES ASSOCIATION, INC.

93 JUN 25 PM 1:30

THIS AMENDMENT is to that certain Declaration of Conditions and Restrictions of the VILLAS OF WELLEBY, INC. DATED May 11, 1979, and recorded August 24, 1979, in O.R. BOOK 8404 at PAGES 641 through 656, Public Records of Broward County, Florida.

The Declaration of Conditions and Restrictions of the VILLAS OF WELLEBY, INC., is hereby amended as follows:

1. ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS. Section 8 is amended as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Residential Unit.

2. ARTICLE VI. - USE RESTRICTIONS AND COVENANTS. A new Section 12 shall be added as follows:

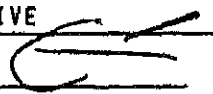
Section 12. Leasing.

A. Compliance Required. In order to assure a community of congenial and responsible residents, to assure continuity of residents and to limit transiency, no lessee may occupy, nor may any lease of any Residential Unit be made, except in compliance with the provisions of this Section 12.

WURTENBERGER & SCHOTTENFELD (AGENT)

2875 SO. UNIVERSITY DRIVE

DAVIE, FL 33328



BK20823PG0163

(4)
9

B. Written Lease. Any rental or lease of any Residential Unit shall be pursuant to written lease or rental agreement. Should any one other than those specified in the written lease occupy the Residential Unit, the occupancy shall be unauthorized and the lease shall be in default. An Owner who intends to lease his Residential Unit shall provide the Board of Directors with an original executed lease with the Tenant, which lease shall contain the following information and provisions:

(1) The names and ages of all persons who will be entitled to occupy the Residential Unit;

(2) An acknowledgment that Tenant has read the Declaration of Conditions and Restrictions and Rules and Regulations and an agreement by the Tenant to comply with the Declaration of Conditions and Restrictions and Rules and Regulations (as may be amended from time to time by the Association);

(3) An agreement to comply with the laws of all governmental authorities having jurisdiction of the subject Residential Unit;

(4) An agreement that failure to pay the Association fees and assessments within thirty (30) days shall constitute a default under the lease; and

(5) An agreement that a violation of the lease which shall continue after ten (10) days written notice by the Association shall constitute a default under the lease and shall give the Association standing to file suit for eviction and for damages.

C. Security. The Association shall receive as a part of the Notice hereunder required, tender of a security deposit, in an amount to be determined by the Board of Directors from time to time, but in no event to exceed one (1) month's rental under the proposed lease. The security deposit shall be retained by the Association in a non-interest bearing account, and returned to the Tenant ten (10) days after all occupants under the lease have permanently vacated the Residential Unit, provided, however, the Association shall have the right to deduct expenses incurred in enforcement of the lease, the costs of any repair or replacement of personal property of the Association or improvements within the common areas caused by the negligence, recklessness, or wilful conduct of any occupants under the lease or their agents, invitees or guests.

D. Enforcement. In addition to any other method of enforcement which may be available to the Association for violation of this Section 12, the Association may levy reasonable fines against violators, pursuant to the Rules and Regulations promulgated in regard thereto by the Board of Directors. In addition, in any action brought to enforce the provisions of this Section 12, or documents executed in connection therewith, and whether violation is by the Owner or Tenant, the Association as the prevailing party shall be entitled to reasonable attorney's fees at all trial and appellate levels.

E. The Board of Directors May Delegate. All acts to be performed by the Association may be delegated by the Board of Directors to a committee appointed by the Board of Directors to handle leasing matters.

3. All other provisions of the aforesaid Declaration of Conditions and Restrictions of the Villas of Welleby, Inc. and all Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, WELLEBY TOWNHOMES ASSOCIATION, INC., has caused this Amendment to be signed in its name by its President and attested to by its Secretary this 10th day of June, 1993.

WELLEBY TOWNHOMES ASSOCIATION, INC.,
a Florida corporation

BY: *Martin Kaplan*
President

(Print/type name and address) Martin Kaplan
9535 N.W. 38th Pl.
Suwanee, FL 33351

ATTEST: *Elaine Hamilton*
Secretary
Elaine Hamilton

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
10th day of June, 1993, by Martin Kaplan
and Elaine Hamilton, President and
Secretary, respectively, of WELLEY TOWNHOMES ASSOCIATION, INC., a
Florida corporation, on behalf of the corporation. They are
personally known to me or have produced Drives Licence K145-560-2459
as identification and did (did not) take an oath. HS43-200-42-9450

Sandra Weinstock
NOTARY PUBLIC-STATE OF FLORIDA

Name: SANDRA WEINSTOCK

Commission No.: AA 699446

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 8, 1993
BONDED THRU GENERAL INS. UND.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATION

BK20823PG0166

AMENDMENT TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS
TO
THE PLAT OF WELLEBY UNIT FOUR

_____ DENOTES ADDITION

----- DENOTES DELETION

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended ~~during the first twenty (20) year period~~ by an instrument signed by not less than ~~ninety (90%) percent of the Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Owners,~~ a two-thirds majority of all homeowners. Any amendment must be recorded.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 14945 P60445

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR
WELLEBY UNIT FOUR

87472813

The Declaration of Conditions and Restrictions for WELLEBY UNIT FOUR was duly recorded in Official Records Book 8404, Page 641, of the Public Records of Broward County, Florida.

Pursuant to the provisions of Article VII of the afore-described Declaration of Conditions and Restrictions, an amendment to the Declaration of Conditions and Restrictions of the afore-described Plat was made, approved and ratified by the membership.

This Certificate and the attached Amendment of Declaration of Conditions and Restrictions of the aforescribed Plat are being filed in the Public Records of Broward County, Florida, in conformity with the provisions of the Declaration. Upon proper recordation and filing in the Public Records of Broward County, Florida, the attached Amendment of Declaration of Conditions and Restrictions will become effective as the Amendment of Declaration of Conditions and Restrictions of the above-described Plat.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the corporation affixed thereto this 29th day of October, 1987.

Signed, sealed and delivered in the presence of:

WELLEBY TOWNHOMES ASSOCIATION, INC.

Robert A. Hamilton

By Robert R. Tedesco
Robert R. Tedesco, President

Barbara Manzo

Attest:

Clair Hamilton (SEAL)
Secretary

State of Florida
County of Broward

Personally appeared before me, Robert R. Tedesco and Elaine Hamilton, as President and Secretary, respectively of Welleby Townhomes Association, Inc., and after having been first duly sworn by me, depose and say that they executed this instrument freely and voluntarily for the purposes therein expressed.

Dated this 29 day of October, 1987.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 6, 1988
BONDED THRU GENERAL INV. 440.

Robert R. Tedesco
Notary Public

This instrument was prepared by:
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

RECORDED 10/31/87

BR 14945P80444

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10-50
DH