

CERTIFICATE OF AMENDMENT
OF
HILLS OF WELLEBY HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictive Covenants of Hills of Welleby, as described in Official Records Book 13957 at Page 645 of the Public Records of Broward County, Florida were duly adopted in accordance with Article 11 of the Declaration of Restrictive Covenants.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of July, 1993, at Sunrise, Broward County, Florida.

By: [Signature]

Print: Michael Greener

Attest: [Signature]

Print: W.L. Schieman

THIS IS NOT AN OFFICIAL COPY

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 14 day of July 1993, by Michael Greener as President and Walter Schieman as Director of Hills of Welleby Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced personally known as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print Barbara E. Waters
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 2, 1993.
BONDED THAT NOTARY PUBLIC

KAYE T. ROBERTS, PA
1506 WEST EXPRESS CREEK RD. #207
FT. LAUDERDALE, FL 33307

BK B 142P60584

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AMENDMENT TO
THE DECLARATION OF RESTRICTIVE COVENANTS
FOR
HILLS OF WELLEBY

(additions indicated by underlining, deletions by "-----" and
unaffected language by ". . .")

8. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT AND
ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND
INSTITUTIONAL MORTGAGEES

8.1 Owner's Affirmative Covenant to Pay Assessments

a. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) maintain, operate and preserve the Common Areas for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and family members in accordance with this Declaration, there is hereby imposed upon each Residential Unit and upon each Owner, the affirmative covenant and obligation to pay to the Homeowners Association (in the manner herein set forth) all "Assessments" which shall include the Annual Assessments, Special Assessments, Remedial Maintenance Fees, and all installments thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Residential Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Homeowners Association all Assessments in accordance with the provisions of the Hills of Welleby Documents. No Owner may waive or otherwise escape liability for such Assessments by non-use of the Common Areas or abandonment of his or her right to use the Common Areas.

b. Assessments shall be due on such date as prescribed by the Homeowners Association. Any payment not received by such date shall be subject to an administrative late fee in the amount of \$5.00 per delinquent payment. The Homeowners Association shall have all lien rights, provided in this Declaration, to secure such payment of the late charge.

8.2 Establishment of Continuing Liens on Residential Units

8.2.1 Any and all Assessments with Interest thereon, and administrative late fees, and costs of collection thereof, including Attorneys' Fees, are hereby declared to be a charge and continuing lien upon the Residential Unit against which each such Assessment is made.

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

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