

PREPARED BY AND RETURN TO:

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**CERTIFICATE OF FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE
NEIGHBORHOOD AND NOTICE OF PRESERVATION OF COVENANTS**

WHEREAS, that certain Declaration Of Covenants, Restrictions And Easements For Wellington At Kings Ridge Neighborhood was caused to be recorded at Official Records Book 1565, Page 1555, Public Records of Lake County, Florida, as amended by that certain First Amendment To Declaration Of Covenants, restrictions And Easements For Wellington At Kings Ridge Neighborhood recorded at Official Records Book 1603, Page 0842, Public Records of Lake County, Florida, as amended by that certain Second Amendment To Declaration Of Covenants, Restrictions And Easements For Wellington at Kings Ridge Neighborhood recorded at Official Records Book 1698, Page 1954, Public Records of Lake County, Florida, as amended by that certain Third Amendment To Declaration Of Covenants, Restrictions And Easements For Wellington at Kings Ridge Neighborhood recorded at Official Records Book 03294, Page 1776, (hereinafter collectively referred to as "Declaration"); and

WHEREAS, Article XIV, Section 14.5 of the Declaration provides that the Declaration may be amended upon the recordation of an instrument executed by the Association upon (i) the vote of 75% of the Board and (ii) the Owners who are entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws; and

WHEREAS, Article XIV, Section 14.5 of the Declaration provides that it may be amended by approval of eighty percent (75%) of the Owners appearing in person or by proxy at a meeting of the Members at which a quorum has been attained; and

WHEREAS, the amendments attached hereto, incorporated herein by reference, and marked Exhibit "A" ("amendments") were duly adopted by the written consent of more than 75% of the Members in lieu of a meeting in accordance with Section 3.7 of the Association's Bylaws; and

WHEREAS, F.S. 712.05(2), Florida Statutes (2024), provides for preservation of covenants and restrictions contemporaneous and in conjunction with an amendment to a community covenant or restriction that is indexed under the legal name of the property owners' association and references the recording information of the covenant or restriction to be preserved;

NOW, THEREFORE, be it certified and affirmed by WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., that the amendments were adopted by the requisite vote of the Members as aforescribed, and the covenants and restrictions being preserved are set forth herein and by this amendment and notice of preservation shall be and are hereby preserved in accordance with F.S. 712.05(2), Florida Statutes (2024).

1. **Recitals.** The foregoing whereas clauses form a material part hereof and are hereby incorporated by reference as if fully set forth herein.
2. **Definitions.** All capitalized terms herein shall have the same meaning as those set forth in the Declaration unless the context clearly states otherwise.
3. **Amendments.** The amendments to the Declaration are set forth in Exhibit "A", attached hereto and incorporated herein by reference.
4. **Preservation of Covenants.** In accordance with the provisions of F.S. 712.05(2), Florida Statutes (2024), the WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION does hereby give notice of preservation of the following covenants and restrictions:
 - I. DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1565, AT PAGE 1555, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - II. FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1603, AT PAGE 0842 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - III. SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1698, AT PAGE 1954 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - IV. THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 03294, AT PAGE 1776 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
 - V. PLAT OF WELLINGTON AT KINGS RIDGE, RECORDED AT PLAT BOOK 39, PAGE 66, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - VI. PLAT OF WELLINGTON AT KINGS RIDGE PHASE II, RECORDED AT PLAT BOOK 40, PAGE 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - VII. PLAT OF WELLINGTON AT KINGS RIDGE PHASE III, RECORDED AT PLAT BOOK 40, PAGE 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - VIII. ARTICLES OF INCORPORATION OF WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1565, PAGE 1581, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

- IX. BYLAWS OF WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 1565, PAGE 1590, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- X. FIRST AMENDMENT TO BYLAWS OF WELLINGTON AT KINGS RIDGE NEIGHBORHOOD RECORDED AT OFFICIAL RECORDS BOOK 3294, PAGE 1783, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

5. **Full Force and Effect.** Except as expressly amended herein, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, be it hereby certified that the amendments to the Declaration attached hereto as Exhibit "A" were duly adopted by the WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., by vote of the Members by written consent in lieu of a meeting.

WELLINGTON AT KINGS RIDGE
NEIGHBORHOOD ASSOCIATION,
INC., a Florida not-for-profit corporation

Witnesses:

Name: Rachelle Dyloruck
Address: 2407 TWICKINGHAM CT.
CLERMONT, FL. 34711

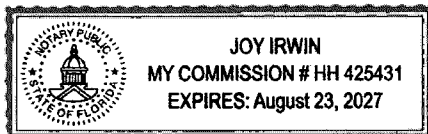
By: Sharon Reed, President
SHARON REED, President

Name: Rosalie Smith
Address: 4327 HAMMER SMITH DR
CLERMONT, FL. 34711

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of December 2024 by SHARON REED in her capacity as President of WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., who is personally known to me or who produced FL Drivers License as identification.

SEAL



[Signature]
Notary Public, State of Florida

JOY IRWIN
Printed Name of Notary

EXHIBIT "A" (AMENDMENTS)

(NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.)

1. Article I, Section 1.28 of the Declaration is proposed to be amended to read as follows:

1.28. "Special Assessments" shall mean and include the following: (i) a charge against a particular Owner (and his Home) directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed or enforcement action taken pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration (the foregoing shall include but not be limited to any and all attorney's fees and costs incurred in seeking compliance, whether suit be brought or not); or (ii) a charge against each Owner (and his Home) directly attributable to the Owner equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration; or (iii) a charge against each Owner (and his Home) representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas which the Association may from time to time authorize.

2. Article VI, Section 6.2.3 of the Declaration is proposed to be amended to read as follows:

6.2.3. Purpose of Assessments. The Assessments levied by the Association shall be used for the benefit of the Common Areas, to maintain the lawns and landscaping and sprinkler systems on each Homesite, to paint the exterior of each Home, ~~to pay for cable television to each Home~~, to maintain any other landscaping not part of the Common Areas deemed necessary by and, in the Articles, to pay all costs incurred by the Association in the carrying out of its duties as set forth herein and in the Articles and By-Laws of the Association. Contracting for communications services as contemplated by 720.309, Florida Statutes, if at all, shall be subject to the provisions thereof as amended from time to time.

3. A new Article VI, Section 6.2.11 is proposed to be added to the Declaration to read as follows:

6.2.11 Working Capital Contribution. There shall be collected from each

transferee at the time of conveyance of each Homesite, an amount equal to five (5) month's Assessments. The purpose of this working capital contribution is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Assessments. Notwithstanding the foregoing, no working capital contribution shall be due or payable in connection with transfer of title of a Homesite by devise or inheritance, nor to interspousal transfers or transfer of title in connection with foreclosure of a first mortgage, including by deed in lieu thereof. The working capital contribution shall be collectible as any other assessment due pursuant to the terms of the Declaration, including this Article VI.

4. Article VII, Section 7.1 of the Declaration is proposed to be amended to read as follows:

7.1. Establishment of Committee and Acceptance by the Association. The Association, by virtue of its execution of this Declaration, acknowledges the necessity of maintaining the physical appearance and image of the Neighborhood as a quality residential Development and additionally, that the success of the Developer in developing and selling the remaining portions of the Kings Ridge Development is closely related to the physical appearance and image of this Neighborhood and other communities within the Development.

Accordingly, there is established a committee known as the "Architectural Control and Maintenance Standards Committee" hereinafter referred to as "Committee". The Committee shall be empowered to adopt and promulgate from time-to-time minimum standards for architectural control and maintenance of the physical appearance of the Neighborhood. Notwithstanding, the Architectural and Maintenance Standards adopted by the Community Association shall be deemed incorporated into any such guidelines established by the Board by this reference. The Board may adopt standards more stringent than those imposed by the Community Association, but in no event shall the Board adopt standards that are less restrictive or in conflict with those adopted by the Community Association. The Community Declaration establishes for the entire Kings Ridge Development, an Architectural Control Committee ("ACC") which imposes architectural control over the entire Kings Ridge Development. Upon approval from the Committee, approval must also be obtained from the ACC.

5. Article VII, Section 7.6 of the Declaration is proposed to be deleted in its entirety and replaced with the following:

7.6. Remedies in the Event of Non-Compliance. If the Committee shall find that any portion of the Neighborhood Lands are not being maintained in accordance with the minimum standards, or improvements to the Neighborhood Lands are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to the Board of the Association. Within thirty (30) days of receipt of the report, the Association shall, if pertaining to Common Areas, commence with the repair, maintenance, or restoration specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work on the Common Areas shall be the responsibility of the Association and shall be a Common Expense of the Association, unless caused by the negligent or intentional act of an Owner. If the deficiencies are in a particular Home, the Association shall notify the Owner of the deficiencies and the Owner shall commence with the repair, maintenance or restoration within 30 days of said notice and diligently pursue completion of same in an expeditious manner. The Board may permit more than 30 days to commence correction as aforesaid, subject to documentation supporting good faith efforts to comply and extenuating circumstances. The Association and each Homeowner in the Neighborhood does hereby authorize and vest in the Association the following power should the Homeowner fail or refuse to commence and complete the maintenance work required by the report of the Committee. Upon continued failure of a Homeowner to correct such non-compliance as prescribed by the Board or its duly authorized Committee or managing agent, the Association shall have all remedies available at law or in equity to enforce covenants running with the land. Be it expressly covenanted and agreed that specific performance and injunctive relief shall be the Association's principal and primary remedy for enforcement of the covenants set forth herein and all duly adopted rules, regulations and guidelines adopted pursuant to the terms hereof. Further, all additional remedies available to the Association, including the imposition of fines, suspension of use rights, and the option but not the obligation to enter upon such Homesite and take all such action as is necessary to correct such non-compliance, shall be deemed cumulative in nature, and the Board is granted the express right to exercise all of the foregoing remedies in its sole and absolute discretion jointly, severally or individually. All costs incurred by the Association shall constitute a Special Assessment

against the Homesite. The Association's remedies in the event of violations hereof shall be cumulative in nature and all costs of enforcement, including all attorney's fees and costs incurred whether suit be brought or not, shall be recoverable as a Special Assessment against the Homesite.

6. Article VIII, Section 8.4 of the Declaration is amended to read as follows:

8.4 Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting owner of a fee, ~~to be determined by the Association, but not to exceed One Hundred Fifty (\$150.00) Dollars,~~ to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) Members of the Board or by the Management Company stating the indebtedness secured by the liens upon any Home created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, ~~not to exceed Fifty (\$50.00) Dollars~~ established in accordance with the provisions of 720.30851, Florida Statutes, as amended from time to time.

7. Article XIII, Section 13.4 of the Declaration is proposed to be amended to read as follows:

13.4 Portable Buildings or Structures. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed, or located upon any Homesite for storage or otherwise, ~~without the prior written consent of the Association~~ absent the adoption of specific standards by the Committee permitting such structures, and in such event, consistent with such standards and approved in writing by the Committee prior to construction or installation.

8. Article XIII, Section 13.6 of the Declaration is proposed to be amended to read as follows:

13.6. Parking. The parking facilities shall be used in accordance with the regulations adopted by the Community Association. Owners' automobiles shall be parked in the garage or driveway. Overnight parking of motor vehicles by guests

of the Owner on the Common Area roadways shall be strictly prohibited. ~~All lawn maintenance vehicles shall park on the driveway of the Homesite and not in the roadway or swale.~~ No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. The term commercial vehicle shall ~~not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation~~ be defined as any vehicle which (i) resembles a tow truck, utility truck and/or commercial passenger van, as reasonably determined by the Board or Committee; (ii) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or; (iii) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders, roof racks), as reasonably determined by the Board or Committee.

9. Article XIII, Section 13.10 of the Declaration is proposed to be amended to read as follows:

13.10 Nuisances. No nuisance shall be permitted within the Neighborhood, and no use or practice which is an unreasonable source of annoyance to the residents within the Neighborhood or which shall interfere with the peaceful possession and proper use of the Neighborhood by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. The determination of whether a particular activity is a violation of this Section 13.10 shall be within the discretion of the Board of Directors in the exercise of their business judgment, and such determination shall be final and binding.

10. Article XIII, Section 13.11 of the Declaration is proposed to be amended to read as follows:

13.11 Satellite Dishes and Antennae. Due to safety restrictions as imposed by applicable building, zoning, electrical and fire codes, and other safety concerns,

no exterior antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device that will interfere with the radio or television reception of others. The foregoing restrictions shall in all events be interpreted and applied consistent with applicable statute or regulation of applicable governmental authorities.

11. Article XIII, Section 13.25 of the Declaration is proposed to be amended to read as follows:

13.25. Leases. No portion of a Home (other than an entire Home) may be rented. No Home may be rented during the first twelve (12) consecutive calendar months following acquisition of title to the Home. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any grounds the Association elects. No lease shall be approved for a term of less than ~~ninety~~ one hundred fifty (150) consecutive calendar days. Only two (2) leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. No transient tenants may be accommodated in a Home, and all tenants and occupants shall be identified by the Owner and in occupancy pursuant to a formal lease agreement approved and in compliance with the terms hereof. The Owner shall provide complete copies of the Declaration, Rules and Regulations and related documents available to the lessee and occupants. All leases are expressly subject to the age restrictions set forth in this Declaration and

the Community Declaration. This Section 13.25 shall remain in force and effect ~~for a period of five (5) years from the date Home Owners other than Developer elect a majority of the Board of Directors of the Association. Thereafter, this Section shall remain in effect until Home Owners owning not less than eighty~~

(80%) percent of the voting interests represented at any meeting at which a quorum has been attained vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association, has the authority to require a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after a tenant vacates the Home the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section 13.25 shall be handled in the same fashion as disputes concerning security deposits under Florida Statutes, Section 83.49. The Homeowner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 13.26 hereof.

12. Article XIII, Section 13.26 of the Declaration is proposed to be amended to read as follows:

13.26. Occupancy. Each Home shall be used as a residence only, except as otherwise herein expressly provided. A Home owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Home Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Home (as described below), as the case may be.

Occupants of an approved lease or subleased Home must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

Under no circumstances may more than one family reside in a Home at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers and sisters. As used in this Declaration, "single family" shall mean two or more persons who are related through blood, marriage or legal adoption, or who are unrelated but who jointly occupy and have

equal access to all areas of a Home and who function as a single housekeeping unit and as an integrated economic unit. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom with a maximum of 4 persons per Home. The Board of Directors shall have the power to authorize occupancy of a Home by persons in addition to those set forth above. The provisions of this Section 13.26 shall not be applicable to Homes used by the Developer for model apartments, sales offices, other offices or management services.

13. Article XIV, Section 14.1.1 of the Declaration is proposed to be amended to read as follows:

14.1.1. Breach of any of the covenants contained in the Declaration or the By- Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Developer, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs. Be it expressly covenanted and agreed that specific performance and injunctive relief shall be the Association's principal and primary remedy for enforcement of the covenants set forth herein and all duly adopted rules, regulations and standards adopted pursuant to the terms hereof. Further, all additional remedies available to the Association, including the imposition of fines, suspension of use rights, and the option but not the obligation to enter upon such Homesite and take all such action as is necessary to correct such non-compliance, shall be deemed cumulative in nature, and the Board is granted the express right to exercise all of the foregoing remedies in its sole and absolute discretion jointly, severally or individually. All costs incurred by the Association shall constitute a Special Assessment against the Homesite. The Association's remedies in the event of violations hereof shall be cumulative in nature and all costs of enforcement, including all attorney's fees and costs incurred whether suit be brought or not, shall be recoverable as a Special Assessment against the Homesite, subject to fourteen
(14) days' written notice to the Owner of the Board meeting at which the Special Assessment shall be imposed, and an opportunity to be heard.

14. Article XIV, Section 14.5 of the Declaration is proposed to be amended to read as follows:

14.5 Amendments. The developer shall have the right, at any time until the termination of the class B membership to amend this Declaration as it, in its sole discretion, deems appropriate. After the class B member terminates, except as provided to the contrary herein or as otherwise consented to by Developer, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) ~~seventy-five percent (75%)~~ two-thirds (66 2/3%) of the Board; and (ii) the Owners who are entitled to vote ~~seventy-five percent (75%)~~ two-thirds (66 2/3%) of all votes of each class of voting membership in the association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the termination of the class B membership, the Developer's written consent to any amendment must first be obtained. No amendment, whether before or after the termination of the class membership, shall affect the rights of Developer without the prior written consent of the Developer, which may be withheld in alter the subordination provisions of this Declaration without prior approval of any mortgagee enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration then the prior written consent of such entity or agency must also be obtained.

END OF DOCUMENT
