

Prepared by and return to:
Brian S. Hess
Clayton & McCulloh
1065 Maitland Center Commons Boulevard
Maitland, FL 32751

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR WELLINGTON NEIGHBORHOOD**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, as President and Secretary of WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, pursuant to Florida Statutes and the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON NEIGHBORHOOD, recorded in Official Records Book 1565, at Page 1555, *et seq.*, of the Public Records of Lake County, Florida, as amended from time to time ("Declaration"), hereby certify that an Amendment to the Declaration, which amendment is attached hereto and by reference made a part hereof ("Amendment"), was duly adopted on the 26th day of OCTOBER, 2006 at a duly called and noticed Annual Meeting of the Members ("Meeting").

The Amendment was approved pursuant to Florida Statutes, and Article XIV, Section 14.5, of the Declaration, at said Meeting. Proper notice was given for the Meeting pursuant to the By-Laws of Wellington at Kings Ridge Neighborhood Association, Inc. and the Florida Statutes. Said notice stated the purpose, date, time and place of the Meeting. This Certificate shall evidence the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (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.

With the exception of the above referenced Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

The Association is a not for profit corporation and a homeowners association created pursuant to Chapters 617 and 720, Florida Statutes.

IN WITNESS WHEREOF, WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., has caused these presents to be executed in its name, this 26 day of October, 2006.

Signed, sealed and delivered
in the presence of:

Spencer L. Koslan
(Sign-Witness 1)
Spencer L. Koslan
(Print)

Jessica Britt
(Sign-Witness 2)
Jessica Britt
(Print)

Spencer L. Koslan
(Sign-Witness 1)
SPENCER L. KOSLAN
(Print)

Jessica Britt
(Sign-Witness 2)
Jessica Britt
(Print)

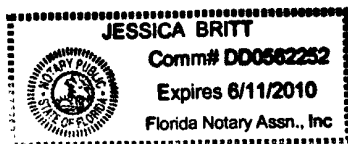
WELLINGTON AT KINGS RIDGE NEIGHBORHOOD
ASSOCIATION, INC.

By: Samuel A. Tyndall
Sam Tyndall, President,

Attest: Len Kraus
Len Kraus, Secretary,

STATE OF FLORIDA
COUNTY OF Lake

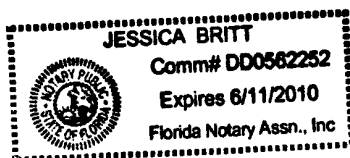
The foregoing instrument was acknowledged before me this 26 day of October, 2006, by
Sam Tyndall, as President of WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., a
Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who produced
FL DL as identification.



Jessica Britt
(Sign)
Jessica Britt
(Print)
Notary Public, State of Florida At Large
My commissions expires: 6/11/2010

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 26 day of October, 2006, by
Len Kraus, as Secretary of WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Florida
not for profit corporation, on behalf of the corporation, who is personally known to me or who produced
FL DL as identification.



Jessica Britt
(Sign)
Jessica Britt
(Print)
Notary Public State of Florida At Large
My commissions expires: 6/11/2010

**AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR WELLINGTON NEIGHBORHOOD**

Article VII, Sections 7.2 and 7.6; Article VIII, Section 8.1; and Article XIII, Section 13.27, of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WELLINGTON NEIGHBORHOOD, recorded in Official Records Book 1565, at Page 1555, *et. seq.*, of the Public Records of Lake County, Florida, as amended from time to time, are hereby amended as follows (additions are indicated by underlining; deletions by ~~strike-outs~~):

ARTICLE VII. ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS
COMMITTEE

...

7.2. Members of Committee. The Committee shall consist of a minimum of three (3) ~~individuals designated~~ Members appointed by the ~~Developer~~ Board of Directors. Each member of the Committee ~~shall be appointed by the Developer and~~ shall hold office until such time as he (or she) has resigned ~~or, has been removed by the Board of Directors.~~ and Developer has appointed his successor The Board of Directors shall additionally have the right to appoint a replacement Committee member, upon resignation or removal of a previous Committee member, and to appoint additional Committee member(s) upon resolution by a majority of the Board of Directors to increase the number of Committee members. A majority of the members of the Committee shall appoint the Chairman of the Committee. The membership may include building and landscape architects, contractors, subcontractors and other persons that the Developer may deem sufficiently qualified to render an opinion as to architectural control and minimum standards of maintenance. Members of the Committee need not be Members of the Association. A quorum of the Committee shall consist of three (3) Committee members, regardless of the number of Members serving on the Committee. All actions of the Committee, including consideration of applications for approval submitted by Owner(s), shall require a quorum of Committee members for consideration, and at least three (3) votes in favor of any action shall be required for approval, provided that the number of Committee members is five (5) or fewer. Should the number of Committee members exceed five (5) members, the votes of a majority of all members of the Committee in favor of any action shall be required for approval. Should the Committee be unable to resolve any matter in a timely manner, the Committee may delegate the resolution of this matter to the Board of Directors for action in accordance with the Association's Declaration, Articles, By-Laws, or any other governing document of the Association.

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7.6 Remedies in the Event of Non-Compliance. If the Committee shall find that any ~~portion of the Neighborhood Lands are Residential Property~~ is not being maintained in accordance with the minimum standards, or improvements to ~~the Neighborhood Lands Residential Property~~ are not in compliance with the architectural standards of the Committee, the Committee shall issue a

report to the ~~Developer~~ Board of Directors of the Association particularizing the deficiencies and the ~~Developer~~ shall thereafter submit the 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, maintain, 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. 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 Association and each Home~~ Each Owner in the Neighborhood does hereby authorize and vest in the ~~Developer~~ Association the following power should the ~~Association or Home Owner, whichever is applicable,~~ fails or refuses to commence and complete the maintenance work required by the report committee.

7.6.1. The ~~Developer~~ Association may let out for bid the work required by the report of the Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Neighborhood Lands, and the recreational facilities for the purpose of performing the specified work in which case the ~~Developer~~ Association shall be acting as the agent for the ~~Association or Home Owner, whichever is applicable~~ and the entrance upon the Neighborhood Lands and recreational facilities Residential Property of those performing the work shall be a lawful entry and shall not be deemed a trespass. ~~Developer~~ The Association shall have the right to pay the contractors or subcontractors performing the work and the ~~Developer~~ is authorized in its own name to record a lien against the ~~Association or Home Owner, Homesite or Residential Property,~~ among the Public Records of Lake County, Florida, in the amount of the costs of said work that the ~~Developer~~ Association has expended which lien shall be deemed a lien against the ~~Common Areas~~ Residential Property or Homesite for which the work was performed, which lien shall remain in effect until such time as it is satisfied ~~or of record~~ by the payment to the ~~Developer~~ Association of the monies expended by it together with interest at the rate of eighteen (18%) percent per annum from the date of the expenditure and any additional monies, such as in attorneys' fees and costs, spent by the Association in its attempt to bring the Owner into compliance and/or to enforce its lien. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of the ~~Developer. The Association, and each Home~~ Each Owner gives and grants unto ~~Developer~~ the Association the power to foreclose its lien in the event that it remains unpaid and agrees that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the Statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.

7.6.2. Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, ~~Developer~~ the Association may elect not to cause said work to be done, and notwithstanding that,

to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the ~~Developer~~ Association, the ~~Developer~~ Association shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, ~~Developer~~ the Association shall render to the ~~Association or Home Owner~~, whichever is applicable, a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be forecloseable in the same manner as that set forth in Section 6(a) of this Article ~~VH~~ VIII of this Declaration.

The report of the Committee shall be conclusive as to the nature of work required to be done and the bids accepted by ~~Developer~~ Association shall be conclusive as to price.

...
ARTICLE VIII. EFFECT OF NON-PAYMENT OF ASSESSMENTS (OR SPECIAL ASSESSMENTS); REMEDIES OF THE ASSOCIATION

8.1 Effect of Non-Payment of Assessments (or Special Assessments); Remedies of the Association. Any installment of an Assessment or Special Assessment not paid within fifteen (15) days after the due date, or within any other such period of time as may be established in writing by the Board of Directors, shall bear interest from the due date of such installment at the rate of eighteen (18%) percent per annum, or at any other interest rate as such may be established in writing by the Board of Directors, and as allowed by law. If any installment of an Assessment or Special Assessment is not paid within fifteen (15) days after it is due, or within any other such period of time as may be established in writing by the Board of Directors, the Owner responsible therefor may be required further by the Board of Directors to pay a late charge of up to Twenty-Five (\$25.00) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Homesite or Residential Property. No Owner may waive or otherwise escape liability for the Assessments or Special Assessments provided for herein by non-use of the Common Areas or abandonment of his Homesite or Residential Property. If any installment of an Assessment or Special Assessment is not paid within fifteen (15) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of a Homesite or Residential Property which has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default including the amount that can be paid by the Owner to prevent a lien being filed on that Owner's Homesite or Residential Property; (iii) a date not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessment or Special Assessment for the then current fiscal year and sale of the Homesite or Residential Property pursuant to foreclosure of the lien securing the unpaid Assessment or Special Assessment. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the owner to

acceleration and sale.

If the delinquent installments of Assessments or Special Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the annual Assessment or Special Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment or Special Assessment and all charges thereon in any manner authorized by law and this Declaration.

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ARTICLE XIII. USE RESTRICTIONS

13.27. Housing for Older Persons

13.27.1. Age of Residents; Services and Facilities. Subject to all local ordinances, as they may be amended from time to time each Home must be permanently occupied by at least one (1) person fifty-five (55) years of age or older. Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Home as long as at least one of the occupants is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Notwithstanding the above, if a Home is transferred by inheritance, the requirement as to one occupant of said Home being fifty-five (55) years of age or older is waived as to occupancy by the heirs so long as no permanent occupant is under the age of eighteen (18) years and further so long as at least eighty (80%) percent of the Homes in the Development are occupied by one person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Directors of the ~~Community Association~~, unless this responsibility is otherwise assumed by the Community Association, to determine whether eighty (80%) percent of the Homes in the Development are occupied by at least one person who is fifty-five (55) years of age or older. Subject to the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association the Board shall have the authority to make any additional capital improvements upon the common areas necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any home shall be in perpetuity and shall not be subject to amendment.

Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Neighborhood and including full compliance by them of these restrictions and all rules and regulations of the Association. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the Recreation Area or any other

commonly used facilities.

13.27.2. Sale or Lease. This section shall in no way be deemed to restrict the ownership of any Home; provided however, no Owner may occupy a Home nor permit occupancy of a Home except in compliance with the requirements of this Section. Owners shall be responsible for including the statement that the Homes within the Wellington Neighborhood are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in any lease or other occupancy agreement or contract of sale relating to such Owner's Home. These agreements or contracts shall be in writing with the statement noted above incorporated in conspicuous type, and shall be signed by the tenant or purchaser. Owners shall be responsible for clearly disclosing this age restriction to any prospective tenant, purchaser or other potential occupant of the Home. Every lease of a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

13.27.3. Change of Occupancy. If, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, there is a change in the permanent occupants of the Home who have been used to qualify the Home as meeting the requirements of this Section, the Owner of such Home shall immediately notify the Board in writing. This notification shall include a new certification, as established by the Board, regarding compliance with the requirements of this Section, and any additional information as the Board may reasonably require to verify compliance.

13.27.4. Maintaining Age Records. The Association shall be responsible for maintaining records of occupancy of Homes, specifically occupancy by at least one person fifty-five (55) years of age or older, unless this responsibility is assumed by the Board of Directors of the Community Association. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section and Title 24, Code of Federal Regulations, Part 100.307, including updates of this information at least once every two (2) years. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

13.27.5. Enforcement of Provisions. The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Each Owner hereby appoints the Association as its Attorney-In-Fact for the purpose of taking legal action to dispossess, evict or otherwise remove the occupants of his or her Home as necessary to enforce compliance with this Section. Each Owner shall fully and trustfully respond to any and all requests by the Association for information regarding the occupancy of the Home which in the judgement of the Board are reasonably necessary to monitor compliance with this Section.