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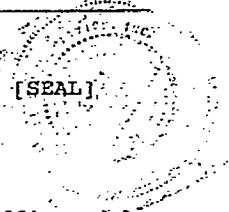
SECOND CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WELLESLEY AT BOYNTON BEACH

The undersigned certify that Wellesley at Boynton Beach Homeowners Association, Inc. adopted the items attached on Exhibit "A" as amendments to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach, recorded on December 11, 1987 in Official Records Book 5511 at page 673 of the Public Records of Palm Beach County, Florida. Wellesley at Boynton Beach Homeowners Association, Inc. as the Assignee of developer rights pursuant to an Assignment recorded on March 19, 1990 in Official Records Book 6389 at page 1869 provides the developer's consent to the amendments attached in Exhibit "A".

Signed, sealed and delivered in the presence of:

Clifford M. Reutimann, Esq. (Signature)

Ron Dorsky, President (Signature)
Tom Hotz, Secretary (Signature)



STATE OF FLORIDA )
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RON DORSKY and TOM HOTZ, the President and Secretary respectively of Wellesley at Boynton Beach Homeowners Association, Inc. to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of June, 1990.

Ellen J. Hotz (Signature)
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: JAN. 27, 1992.

RECORD & RETURN TO: MICHAEL GELFAND, ESQ. 500 Australian Ave. S. Suite 600 W.P.B., ST. JOHN & KING. 500 AUSTRALIAN AVENUE SOUTH SUITE 600, WEST PALM BEACH, FLORIDA 33401

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This is

ORB 6521 Pg 210

INSTITUTIONAL MORTGAGEE CONSENT

The undersigned, representing First Federal Savings and Loan Association of the Palm Beaches, the Institutional Mortgagee (as such term is defined in the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach) with the highest aggregate mortgage indebtedness of units at the Wellesley at Boynton Beach development hereby consents to the foregoing amendment to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach, dated June 27<sup>th</sup>, 1990.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and corporate seal this 27<sup>th</sup> day of June 1990.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES  
BY: Herbert C. Moore  
Herbert C. Moore  
Vice President

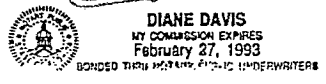
Herbert C. Moore  
Diane Davis

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 1990 by Herbert C. Moore, Vice President of First Federal Savings and Loan Association of the Palm Beaches, on behalf of the corporation.

Diane Davis  
Notary Public  
My Commission Expires:

275101.2CA

  
DIANE DAVIS  
MY COMMISSION EXPIRES  
February 27, 1993  
BONDED THIRD PARTY PUBLIC UNDERWRITER

This is not

EXHIBIT A

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
WELLESLEY AT BOYNTON BEACH

1) Article IV, paragraph 6 (page 6) shall be amended as follows:

A Wellesley unit owner shall not keep more than one (1) pet in his unit without the prior written consent of the Board. A pet shall be defined as a domestic or household dog, cat, fish, or bird. Pet shall not be permitted in any of the common areas unless under a leash. Each pet owner shall be required to clean up after the pet in order to properly maintain the common areas. Each Wellesley unit owner shall indemnify the Association, and hold it harmless against any loss or liability resulting from his, his family members, or lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Wellesley unit owners by barking or otherwise, the Wellesley unit owner shall remedy the problem or upon written notice from the Association, he will required to dispose of the pet.

2) Article VI, paragraph 11.B (page 7) shall be amended as follows:

Each Wellesley unit owner who intends to be absent from his unit during the hurricane season (June 1 - November 30 of each year) shall prepare his unit prior to his departure by doing the following:

\* \* \*

B. Designating a reasonable person or firm, satisfactory to the Association, to care for his unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutter, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed on the outside of the building ~~without the prior written consent of the board.~~

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3) Article IV, paragraph 12 (page 7) shall be amended as follows:

The Wellesley unit owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an owner in violation of the Rules and Regulations, written notice of the violation by U.S. certified mail, return receipt requested, and fifteen (15) days in which to cure the violation. If the notice is returned to the Association by the U.S. Postal Service after being sent to the owner's last address of record, then the notice of violation shall be posted on the entrance door to the owner's unit. If the violation is not corrected within seventy-two hours of such posting, then the violation may be corrected by the Association. The owner shall be responsible for reimbursing the Association for the costs and expenses of noticing the owner, and correcting the violation.

4) Article XVI, paragraph 2 (page 22) shall be amended as follows:

The assigned parking spaces are reserved for the exclusive use of the owners, their family members, invitees, lessees and guests. The remainder of the parking spaces shown on the plat of the general plan of development will be set aside for guest parking. All parking spaces shall be used in accordance with the rules and regulations as may be promulgated from time to time by the board. All parking spaces shall be maintained and repaired as an Association expense. Each Wellesley unit owner shall be required to keep his parking spaces free of any rust, oil, or other automobile fluids and will be responsible for cleaning any guest spaces fouled by persons visiting or residing in his unit.

5) Article XVI shall be amended by adding new paragraphs 4, 5 and 6 (page 23) as follows:

4. No Wellesley unit owner, guest, or lessee shall do or permit any assembling or disassembling on motor vehicles except for emergency changing of tires and batteries. Any other repairs or maintenance, except car washing, will only be done after vehicle has been removed from the development.

5. All vehicles within the development will be kept well maintained and will display no excessive body rust or other deterioration. All vehicles will exhibit a well painted exterior free of offensive markings.

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6. The occupant of any Wellesley unit owning or leasing any vehicle that is not in compliance with the Association documents will be notified of the non-compliance and upon his failure to comply within seven days of the date of the notice, his vehicle will be towed from the development in accordance with current law and at the owner's expense.

6) Article XVII, paragraph 5 (page 24) shall be amended as follows:

Notwithstanding the provisions of paragraph 3 above, in the event that a Wellesley unit owner is delinquent in paying any assessment, or the Wellesley unit owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration (including without limitation, the failure to provide notice of sale or lease), the Association has the right to disapprove of any sales and in the case of a lease the right to disapprove and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of any provision of the Declaration is corrected.

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RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

LAW OFFICES  
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