

FIRST CERTIFICATE OF AMENDMENT TO THE BYLAWS OF WELLESLEY AT BOYNTON BEACH HOMEOWNERS, ASSOCIATION, INC.

THE UNDERSIGNED CERTIFY that the Bylaws of WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. has been amended as set forth in Exhibit "A" hereto.

WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. is the Association as set forth in the Declaration of Covenants and Restrictions for WELLESLEY AT BOYNTON BEACH, recorded in Official Records Book 5511 at Page 0673 of the Public Records of Palm Beach County, Florida which concerns the following property located in Palm Beach County, Florida:

All of the Plat of WELLESLEY AT BOYNTON BEACH according to the Plat thereof, recorded in Plat Book 56, Pages 99-104, Public Records of Palm Beach County, Florida.

Dated this 21st day of December, 1991.

Witnessed by:

WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

Handwritten signature of Thomas B. Holt

Print Name: THOMAS B. HOLT

Handwritten signature of Donald L. Spencer

Print Name: DONALD L. SPENCER

By: Ronald C. Dorsky, President

By: Mary Branch, Secretary

[CORPORATE SEAL]

STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH)

BEFORE ME personally appeared Ronald C. Dorsky and Mary Branch, known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed this instrument as President and Secretary, respectively, of WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., with due and regular corporate authority, and that said instrument is their free act and deed.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of December, 1991.

(SEAL)

Handwritten signature of Notary Public

Print Name: Notary Public

State of Florida at Large My Commission Expires

STATE OF FLORIDA AT LA... COMMISSION EXPIRES OCTOBER 17, 1994 BONDED THRU HUCKLEBERRY & ASSOCIATES

THIS INSTRUMENT WAS PREPARED BY AND PLEASE RETURN TO:

MICHAEL J. GELFAND, ESQ. GELFAND & ARPE, P.A. One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401 (407)655-6224 (Palm Beach) (305)429-8444 (Boca Raton, Broward)

WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

EXHIBIT "A"
TO THE
FIRST CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

1) Wellesley at Boynton Beach Homeowners Association, Inc. Bylaw 7.2(c) (page 9) shall be amended as follows:

The depository of the Association shall be such institutions where the funds of the Association are insured by an agency of the United State of America bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited in the Association's name. Withdrawal of monies from such account(s) shall be only by checks signed by at least two directors such persons as are authorized by the Board.

2) Wellesley at Boynton Beach Homeowners Association, Inc. Bylaw 7 (page 9) shall be amended to add a new Bylaw 7.5 entitled "Contracts" as follows:

(a) All agreements for which the Association must expend funds shall be approved by the directors by a motion at a meeting, or in a written agreement executed by all directors, in lieu of a meeting.

(b) The motion or agreement approving an agreement shall be documented in the Association's minute book and shall specify whether the funds for the agreement will be drawn from the Association's previously budgeted funds and if so from which account or line item, or alternatively shall specify that a special assessment will be utilized and how and when the special assessment will be due.

(c) The Association shall not enter into any agreement requiring a deposit, down payment, or advance in excess of twenty-five percent of the total contract price.

(d) All agreements binding upon the Association for a term in excess of six months must provide that the agreement may be terminated by the Association with or without cause upon thirty days written notice.

(e) All agreements entered into by the Association for which the Association will be liable for \$3,000.00 or more must be reduced to writing and executed on behalf of

the Association by a majority of the directors, one of whom shall be the president, before the agreement shall bind the Association.

(f) This Bylaw 7.5 will not apply to emergency situations or petty cash expenditures.

The language added is underlined; the language deleted is ~~struck out~~

276101.EXA

THIRD AMENDMENT

GELFAND & ARPE, P.A.
ATTORNEYS AT LAW

ONE CLEARLAKE CENTRE
250 AUSTRALIAN AVENUE SOUTH
SUITE 1010
WEST PALM BEACH, FL 33401

(407) 655-6224
WEST PALM BEACH
429-8444
BROWARD/BOCA RATON
FACSIMILE (407) 655-1361

ATRIUM FINANCIAL BUILDING
1515 NORTH FEDERAL HIGHWAY
SUITE 300
BOCA RATON, FL 33432

REPLY TO WEST PALM BEACH

MICHAEL J. GELFAND
MARY C. ARPE
OF COUNSEL
BRIAN C. PERLIN

*original to
9/30/92
ed*

August 21, 1992

Ronald C. Dorsky, President
Wellesley at Boynton Beach
Homeowners Association, Inc.
Post Office Box 3866
Boynton Beach, FL 33424

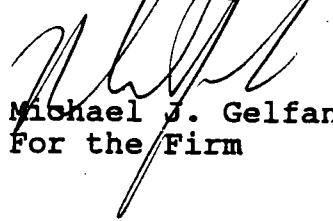
**Re: Wellesley at Boynton Beach Homeowners Association, Inc.
/Amendments (Declaration)**

Dear Mr. Dorsky:

Enclosed is the original Corrected Third Certificate of Amendment to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach. The Certificate was recorded on August 10, 1992. It can be found in Official Records Book 7353 at Page 1749.

If you have any questions concerning the Certificate, then please do not hesitate to call me.

Very truly yours,


Michael J. Gelfand
For the Firm

MJG/mlb
cc: Mr. Rick Mercier (w/encl.)
Enclosure
00208.ctc

EXHIBIT "A"
TO THE SECOND CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

The By-Laws of Wellesley at Boynton Beach Homeowners' Association, Inc., Section 3.9 (page 3), have been amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

Voting rights of Members shall be as stated in the Declaration and the Articles. Such

(a) ~~Votes may be cast in person, by absentee ballot, or by Proxy.~~

(b) The Board's authority to enact reasonable procedures includes the ability to set deadlines for the delivery and receipt of nominations for candidates to be identified on an absentee ballot and for the distribution of ballots. Unless otherwise set by the Board, an authorized person desiring to be a candidate may deliver their written nomination no less than forty days before the meeting at which the election is to be held.

(c) "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for the Member him and in the Member's place and stead.

(i) Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof ~~unless~~ if so stated.

(ii) In no event shall any proxy be valid for a period than ninety (90) days after the date of the first meeting for which it was given.

(iii) A Proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective.

(vi) Any Proxy may be revoked ~~at any~~ prior to the time before a vote is cast according to such Proxy.

These provisions shall not prohibit a member's ability for self-nomination for a director's position to the extent that such is a right required by law.

FAGG00276exhibta.wpd

Second Amendment

Recorded 1/10/90

Ron

LAW OFFICES

ST. JOHN & KING

SUITE 600

500 AUSTRALIAN AVENUE SOUTH
WEST PALM BEACH, FLORIDA 33401

DAVID ST. JOHN, P.A.
WM. REEVES KING
EDWARD DICKER
THOMAS J. BAIRD
MICHAEL J. GELFAND

TELEPHONE (407) 655-8994
TELECOPIER (407) 659-0850

OF COUNSEL
LEON ST. JOHN
EDWARD L. GREENBLATT *

* MEMBER GA AND DC BARS ONLY

July 30, 1990

Mr. Ron Dorsky, President
Wellesley at Boynton Beach
Homeowners Association, Inc.
Post Office Box 3866
Boynton Beach, Florida 33424

Re: Wellesley at Boynton Beach Homeowners Association,
Inc./Official Records

Dear Ron:

Enclosed is the original Second Certificate of Amendment to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach. The Certificate was recorded on July 18, 1990, in Official Records Book 6521 at page 209 of the Public Records of Palm Beach County, Florida. The Amendments provisions became enforceable upon recording; however, the Association may desire to provide a copy to the owners and tenants.

The Certificate is part of the Association's official records. It should be kept for review by directors and inspection by owners.

Please advise if the Association has any questions.

Very truly yours,

[Signature]
Michael J. Gelfand
For the Firm

MJG/bjs
Enclosure
276101.CT2

DCTR (2A)

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

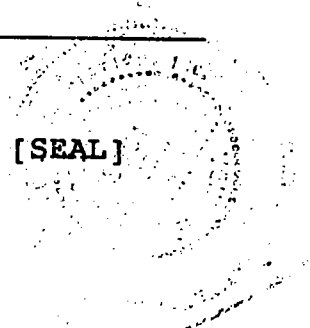
PRE 5521 P. 209

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:

Three sets of handwritten signatures: Edward K. Kell and Clifford M. Runtz.

Handwritten signatures of Ron Dorsky (President) and Tom Hotz (Secretary).



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 27 day of June, 1990.

Handwritten signature of Allen J. Hotz, Notary Public.

My Commission Expires:

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

RECORD & RETURN TO: MICHAEL GELFAND, ESQ. 50 Australian Ave. S. Suite 600 P.B., FLORIDA 33401

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 27th, 1990.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and corporate seal this 6th 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 6th 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:

276101.2CA



DIANE DAVIS
MY COMMISSION EXPIRES
February 27, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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~~^{IV}, 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.~~

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.

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 sale; 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.

276101.EEX

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

**CORRECTED THIRD CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WELLESLEY AT BOYNTON BEACH**

The undersigned Ronald C. Dorsky, % Florida Lifestyle Management, 1501 Decker Avenue, Suite 112, Stuart, Florida 34994 certifies that Wellesley at Boynton Beach Homeowners Association, Inc. adopted, and the institutional lender with the largest aggregate mortgage indebtedness consented, to the items attached as Exhibit "B" 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 0673 of the Public Records of Palm Beach County, Florida. The Declaration affects the following property located in Palm Beach County, Florida:

All of the Plat of WELLESLEY AT BOYNTON BEACH, according to the Plat thereof, recorded in Plat Book 56, pages 99-104, Public Records of Palm Beach County, Florida

Attached as Exhibit "A" is the mortgagee consent.

THIS DOCUMENT IS RERECORDED TO CORRECT EXHIBIT "B" TO SHOW A SECOND PAGE INCLUDING THE AMENDMENT TO DECLARATION ARTICLE XVII(2).

WITNESSETH:

[Signature]
Print Name: Monica F. Hill

[Signature]
Ronald C. Dorsky, President

[Signature]
Print Name: Mary P. Dorsky

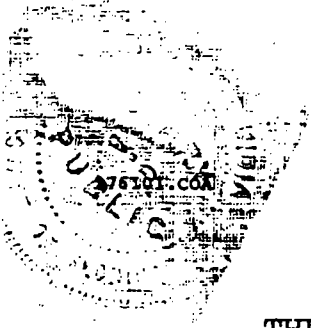
[Signature]
Mary Branch, Secretary

[Signature]
Print Name: Thomas S. Hill

[Signature]
Mary P. Dorsky
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30 day of June, 1992 by Ronald Dorsky, President, who is personally known to me or who has produced N/A as identification and who did not take an oath.

[Signature]
PRINT NAME: PRUDENCE INDIA
Notary Public, State of Florida
Serial Number:
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 17, 1994
BONDED THROUGH HUGLEBERRY & ASSOCIATES



THIS INSTRUMENT WAS PREPARED BY AND PLEASE RETURN TO:

MICHAEL J. GELFAND, ESQ.
GELFAND & ARPE, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)655-6224 (Palm Beach) (305)429-8444 (Boca Raton, Broward)

DCTR (33)

**EXHIBIT B TO THE THIRD CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WELLESLEY AT BOYNTON BEACH**

1. Article IV.8 (page 6) of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach shall be amended as follows:

(a) Unless permitted in accordance with the procedures described in the Rules and Regulations, no motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e. Jeeps, Broncos, Blazers, and similar vehicles), Large Vehicles (those exceeding 6000 pounds gross vehicle weight), truck, trailer, boat, van, camper, motorhome, bus, commercial, or other similar vehicle shall be permitted within the confines of the general plan of development, ~~except for~~

(b) Notwithstanding the foregoing, trucks, Large Vehicles, and commercial vehicles are permitted within the confines of the general plan of development while delivering goods or furnishing services to Occupants between the hours of 8:00 a.m. and 8:00 p.m., and in the case of an emergency threatening eminent and substantial injury to life or property, and except upon such areas as the Board may, in its sole discretion, allow.

(c) In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control.

(d) The Association shall have the right to authorize the towing away of any vehicles in violation of any parking or vehicle restriction or this rule with the costs to be borne by the vehicle owner or violator.

2. Article XV.2 (pages 21-22) of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach shall be amended as follows:

After the Amendment Date, this Declaration may be amended only by consent of fifty-one percent (51%) of all Wellesley unit owners, together with the consent of the institutional mortgagees with the highest aggregate mortgage indebtedness on the Wellesley units. ~~The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.~~¹

¹ Pursuant to the Institutional Mortgagee Consent, written consents are not required from owners; however, the institutional mortgagee's written consent is still required.

3. Article XVII(2) (page 23, as amended) of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach shall be amended as follows:

(a) Any and all lease agreements between an owner and a lessee of such owner's unit shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lease shall be subject in all respects to the terms and provisions of this Declaration, and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. ~~The lease agreement shall also state who will be responsible for the assessments as stated above, and it~~

(b) It shall be the obligation of all unit owners to properly screen their prospective lessees ~~lessee's~~ and to supply the Board with a copy of said written agreement prior to the lessee occupying the premises.

(c) Unless provided to the contrary in a lease agreement, a Wellesley unit owner, by leasing the owner's ~~his~~ Wellesley unit, automatically delegates the owner's ~~his~~ right of use and enjoyment of the common areas and facilities to the owner's ~~his~~ lessee; and in so doing said Wellesley unit owner relinquishes said rights during the term of the lease agreement.

(d) in the event of the early termination of a lease, the owner may petition the Board of Directors for relief from the requirement of a one (1) year minimum lease period, which relief may be granted by the Board in its ~~it's~~ reasonable discretion.

(e) No subleasing shall be permitted.

276101.PDA

RECORD VERIFIED
PALM BEACH COUNTY, FLA
CLERK CIRCUIT COURT

Name

Address

JUL-13-1994 4:31 PM '94 - 241006
ORL 8344 Pg 1 of 2
1 11 12 11 11 11 11 11 11 11 11 11

Property Appraisers Parcel Identification (Folio) Number(s):

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

The undersigned, John Nazar, of Wellesley at Boynton Beach Homeowners Association, Inc., P.O. Box 3866, Boynton Beach, Florida 33424-3866 certifies that Wellesley at Boynton Beach Homeowners Association, Inc. adopted by written consent pursuant to §617.0701(4) Fla. Stat. (1993) the amendment set forth in Exhibit "A" to Article IV, paragraph 11 (page 7) of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach, as previously amended by an instrument recorded July 18, 1990. The Declaration was recorded on December 11, 1987 in Official Records Book 5511 at page 0673 of the Public Records of Palm Beach County, Florida. The Declaration affects real property located in Palm Beach County described as:

WELLESLEY AT BOYNTON BEACH, according to the Plat thereof recorded in Plat Book 56, page 99, of the Public Records of Palm Beach County, Florida.

Witnessed by:

Kathleen Salata
Print Name: KATHLEEN, SALATA

John Nazar
John Nazar, President

Robert Rossi
Print Name: ROBERT, ROSSI

Kathleen Salata
Print Name: KATHLEEN, SALATA

Robert Rossi
Robert Rossi, Secretary

Robert Rossi
Print Name: ROBERT, ROSSI

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of June, 1994 by John Nazar and Robert Rossi who are personally known to me or who have produced me as identification and who did take an oath that the matters contained therein were true, and correct.

Sue Welsh
PRINT NAME: Sue Welsh
Notary Public, State of Florida
Serial Number:
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 15, 1995
BONDED THROUGH AMERICAN SURETY COMPANY

FLNOTARY 3000Z (08/91)

THIS INSTRUMENT WAS PREPARED BY AND PLEASE RETURN TO:

EXHIBIT "A"
TO THE
FOURTH CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WELLESLEY AT BOYNTON BEACH

Article IV, paragraph 11 (page 7) of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach, as previously amended by an instrument recorded July 18, 1990, shall be amended as follows (the language added is underlined; the language deleted is ~~struck-out~~):

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

- A. Removing all furniture, potted plants, and other movable objects from the owner's unit's ~~his~~ courtyard and balcony; and
- B. Designating a reasonable person or firm, satisfactory to the Association, to care for the owner's ~~his~~ unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection.
- C. At no time shall hurricane shutters be permanently installed without the prior written consent of the Board ~~on the outside of the building.~~ The Board in its discretion may:

(i) restrict the type and manner of shutter installation; and,

(ii) designate a particular type of shutter or shutters that may be installed.

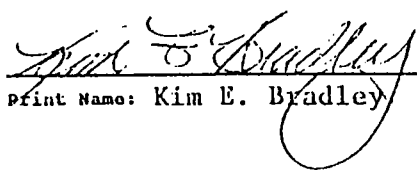
EXHIBIT "B"
INSTITUTIONAL MORTGAGEE CONSENT
TO THE
FOURTH CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WELLESLEY AT BOYNTON BEACH

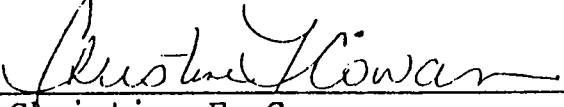
The undersigned, CHRISTINE F. COWAN, representing FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES, 215 South Olive Avenue, P.O. Box 3515, West Palm Beach, Florida 33402-3515, the "Institutional Mortgagee" (as defined by the Declaration of Covenants and Restrictions for Wellesley of Boynton Beach) holding the highest aggregate mortgage indebtedness of units at the Wellesley at Boynton Beach development hereby consents to the amendments to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach set forth in the Fourth Certificate of Amendment.

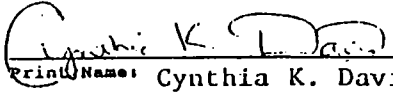
Dated this 28th day of June, 1994.

Witnessed by:

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF THE PALM
BEACHES

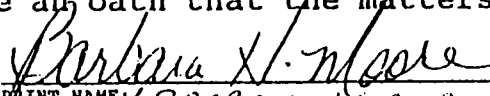

Print Name: Kim E. Bradley

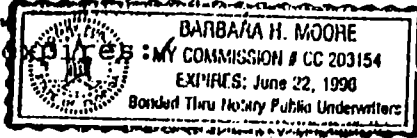
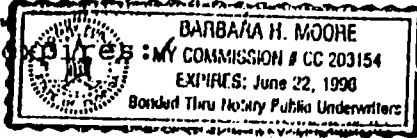
By: 
Christine F. Cowan,
Vice President


Print Name: Cynthia K. Davis

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of June, 1994 by Christine F. Cowan who is personally known to me ~~and who has produced to me satisfactory evidence of her identification~~ and who did take an oath that the matters contained therein were true and correct.


PRINT NAME: BARBARA H. MOORE

Notary Public, State of Florida
Serial Number: 
My commission expires: 
BARBARA H. MOORE
MY COMMISSION # CC 203154
EXPIRES: June 22, 1998
Bonded thru Notary Public Underwriters

and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 Australian Avenue South
West Palm Beach, Florida 33401-5012

(407)655-6224 (305)429-8444

JAN-25-1995 9:12am 95-023039
ORB 8593 Pg 1535
| ■■■ ■■■ ■■■ ■■■ ■■■ ■■■ ■■■ ■■■

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

The undersigned, John Nazar, for WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., P.O. Box 3866, Boynton Beach, Florida 33424-3866 certifies that Wellesley at Boynton Beach Homeowners Association, Inc. adopted by written consent pursuant to §617.0701(4) Fla. Stat. (1993) an amendment to Article XI of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach ("Declaration"), entitled "Association Expenses, Method of Determining Assessments and Maintenance of Exterior Areas" (pages-11-15) by adding to section "2" to the following new paragraph "N":

N. Pool Heaters and Ancillary Equipment. The costs and expenses of installation, maintenance and repair of pool water heating equipment and supplies which costs and expenses may be paid from reserve funds.

The Declaration was recorded in Official Records Book 5511 at Page 0673 of the Public Records of Palm Beach County, Florida. The Declaration affects real property located in Palm Beach County described as:

WELLESLEY AT BOYNTON BEACH, according to the Plat thereof recorded in Plat Book 56, page 99, of the Public Records of Palm Beach County, Florida.

DATED this 25 day of January, 1995.

Witnesseth:

[Signature]
Print Name:
[Signature]
Print Name:
[Signature]
Print Name:
[Signature]
Print Name:

WELLESLEY AT BOYNTON BEACH
HOMEOWNERS ASSOCIATION, INC.

[Signature]
John Nazar, President
[Signature]
Carole Snellgrove, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25 day of January, 1995 by John Nazar and Carole Snellgrove who is personally known to me or who has produced [Signature] as identification.

F:\WP51\FORMS\AMEND\00276CT5.AMD

Vincent U. I. SSI
PRINT NAME: ✓
Notary Public
Serial Number: ✓
OFFICIAL NOTARY SEAL
VINCENT N. U. I. SSI
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION NO CC232192
MY COMMISSION EXP. SEPT 29, 1996

This instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 Australian Avenue South
West Palm Beach, Florida 33401-5012

(407)655-6224

MAY-30-1996 9:47am 96-186239
ORE 9283 Pg 1229
STANDARD TIME SYSTEMS

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

The undersigned, John Nazar, President of WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., P.O. Box 3866, Boynton Beach, Florida 33424-3866 certifies that Wellesley at Boynton Beach Homeowners Association, Inc. adopted by written consent pursuant to \$617.0701(4) Fla. Stat. (1995) an amendment to Article XVII of the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach ("Declaration"), paragraph "1" "Conveyances", as follows:

- 1. The Wellesley unit owner shall notify the Association in writing of his intention to sell or lease his Wellesley unit and furnish with such notification a copy of the contract for sale or lease, whichever is applicable, and a transfer fee in an amount determined by the Association which does not exceed that permitted by law.

(The language added is underlined; the language deleted is ~~struck out~~.) The Declaration was recorded in Official Records Book 5511 at Page 0673 of the Public Records of Palm Beach County, Florida. The Declaration affects real property located in Palm Beach County described as:

WELLESLEY AT BOYNTON BEACH, according to the Plat thereof recorded in Plat Book 56, page 99, of the Public Records of Palm Beach County, Florida.

DATED this 15 day of May, 1996.

Witnesseth:

Michelle Bruzik
Print Name:

SUZANNE M. NUÑEZ
Print Name:

TERESA M. WRIGHT
Print Name:

LINDA WEBB
Print Name:

WELLESLEY AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

John Nazar
John Nazar, President

Terri Wright
Terri Wright, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15 day of May, 1996 by John Nazar and ~~Robert Rossi~~ who is personally known to me or who has produced as identification.

3A
LIGHT

F:\WP51\FORMS\AMEND\00276CT6.AMD

Robert P. Rossi
PRINT NAME: Robert P. Rossi
Notary Public, State of Florida
Serial Number: 12085
OFFICIAL NOTARY SEAL
ROBERT P. ROSSI
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 0027658
Broward County, Florida 33401-5012

GELFAND & ARPE, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401-5012
(407)655-6224 (Palm Beach) (305)429-8444 (Boca Raton, Broward)

**INSTITUTIONAL MORTGAGEE CONSENT TO THE
SIXTH CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WELLESLEY AT BOYNTON BEACH**

The undersigned, John A. Ahrenholz, for FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES, 215 Olive Avenue, P.O. Box 3515, West Palm Beach, Florida 33402-3515, the "Institutional Mortgagee" (as defined by the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach) holding the highest aggregate indebtedness of units at the Wellesley at Boynton Beach development hereby consents to the amendment to the Declaration of Covenants and Restrictions for Wellesley at Boynton Beach as set forth in the attached Sixth Certificate of Amendment.

DATED this 16th day of May, 1996.

Witnesseth:

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF THE PALM BEACHES

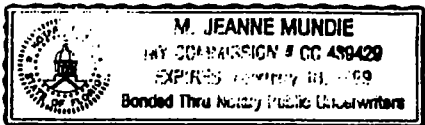
M. Jeanne Mundie
Print Name: M. Jeanne Mundie

John A. Ahrenholz
John A. Ahrenholz, Senior Vice President
M.

Nancy J. Bruno
Print Name: Nancy J. Bruno

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16th day of May, 1996 by John ~~A~~ M. Ahrenholz, Senior Vice President who is personally known to me or who has produced as identification.



M. Jeanne Mundie
PRINT NAME: M. Jeanne Mundie

Notary Public, State of Florida
Serial Number: CC 439429
My commission expires: February 16, 1999

TO RECORD SIXTH CERTIFICATE OF
AMENDMENT TO THE DECLARATION
WELLESLEY AT BOYNTON BEACH

CLERK OF THE CIRCUIT COURT
P. O. BOX 4177
WEST PALM BEACH FL 33402

PLEASE RETAIN THIS RECEIPT , THANK YOU

CFN	DOC-TYPE	ORBK-PAGE	AMOUNT
96-186239	COV A	9283-1229	\$11.10

RECORDING DATE MAY-30-1996 TIME 09:47am

REGISTER: SMO 96151-0191
PRESENTED BY: GELFAND & ARPE, PA

RECORDING		\$10.50
ABSTRACT		\$.60
	=====	
TOTAL FEES DUE		\$11.10
3643	\$11.10	
AMOUNT TENDERED		\$11.10
	=====	
BALANCE		\$.00

OFFICIAL RECEIPT

