

This instrument prepared by:
David A. Core, Esquire
Will Call Box 110
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE
NEIGHBORHOOD COVENANTS FOR WEDGEWOOD VILLAGE**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted by written consent in lieu of a meeting of the members as Amendments to the Neighborhood Covenants for Wedgewood Village, pursuant to Section 617.0701, Florida Statutes, and the Covenants. The original Neighborhood Covenants are recorded in Official Records Book 8888 at Page 688 of the Public Records of Palm Beach County, Florida.

DATED this 16th day of MAY, 2000.

As to witnesses:

WEDGEWOOD VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

Witness

By:

Joseph A. Grillo
Joseph A. Grillo, President

Witness

Attest:

Barbara A. Solan
Barbara Solan, Secretary

STATE OF FLORIDA)

(Seal)

)ss

COUNTY OF PALM BEACH)

BEFORE ME personally appeared Joseph A. Grillo, the President, and Barbary Solan, the Secretary, of Wedgewood Village Property Owners Association, Inc., who produced _____ and _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 16th day of May, 2000.

(SEAL)

Nancy P. Merin
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:



Nancy P. Merin
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 12/31/07
BORN 03/20/1957

AMENDMENTS TO THE NEIGHBORHOOD COVENANTS
FOR WEDGEWOOD VILLAGE

The original Neighborhood Covenants for Wedgewood Village is recorded in Official Records Book 8888 at Page 688, et seq., of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~lined through~~ are deleted.

Item 1. **Article V, Section 7, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:**

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within 15 days after the due date, at the option of the Association, ~~the unpaid assessment shall accrue interest as provided herein~~ **a late charge of \$25 shall be assessed** and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. ~~All such sums will bear interest from the dates when due until paid at the rate of 6% per annum and~~ **The** Association may bring an action at law against the Owner (s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such

increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

If delegated to it by the Foundation pursuant to Article X hereof, it shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. **The Board of Directors shall have the power to settle and compromise claims against members, including by waiving collection of all or part of accrued late fees, if the Board reasonably determines that a member's delinquency in the payment of assessments was the result of extreme financial hardship. The Board of Directors shall have the sole and absolute discretion to make such determination.**

Item 2. Article VII, Section 2, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. ~~Temporary uses by Developer, Declarant or other builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place.~~ No changes may be made **to the exterior of the** buildings without the consent of the Architectural Control Board ("Architectural Control Board") or the Development Review Board of the Foundation (the "DRB"), as appropriate and as provided herein.

Item 3. Article VII, Section 6, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by the Developer during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or

permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Architectural Control Board described in Section 11, below. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be ~~completely~~ reasonably screened, from a practical perspective, from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Item 4. Article VII, Section 11, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 11. Architectural Control. The following provisions of this Section 11 are subject to those of Article X hereof. Accordingly, this Section shall not be operative if and to the extent that the Foundation or Developer elects to assume any or all architectural control powers or duties in accordance with Article X.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, pools, hedges, other landscaping, exterior paint or finish, play structures, hurricane protection, basketball hoops, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained. The foregoing shall also apply to conversions of garages to living space even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The member of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The

Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

In the event that any new improvement is added to a Unit/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have the right) and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

~~No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors with the same colors originally thereon) required by Article VI of this Declaration.~~ **Approval is not required for a Unit to be repainted or restained in the original colors. Any color change is subject to approval of the Architectural Control Board.**

~~Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or Declarant or to construction activities conducted by the Developer or Declarant.~~

A member may appeal the decision of the Architectural Control Board to the Board of Directors, provided such appeal is in writing and is delivered to the Board within thirty (30) days of the date of notification of the Architectural Control Board's decision. The Board of Directors shall have the sole and absolute discretion to grant or deny a member's appeal.

Item 5. Article VII, Section 14, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 14. Fences, Walls and Hedges. No fence, wall or other structure or hedge shall be erected in the front yard, ~~back yard, or side yard~~ setback areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Control Board or its

equivalent as provided in the applicable document(s). New proposed fences, walls, other structures or hedges must be approved anywhere on the Lot.

Item 6. Article VII, Section 18, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 18. Exterior Antennas. ~~No exterior antennas, satellite dishes or similar equipment~~ Only satellite dishes, external antennas or other equipment as authorized by Federal Law shall be permitted on any Lot or improvement thereon. ~~, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.~~

Item 7. Article VII, Section 21, of the Neighborhood Covenants for Wedgewood Village is amended to read as follows:

Section 21. Driveway and Sidewalk Surfaces. ~~No owner shall install on a Lot, and the Architectural Control Board shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Developer. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.~~ Subject to Architectural Control Board approval, an Owner may add a treatment or surface to their driveway and/or walkway and/or front door area in the lighter color of their original house colors or in a neutral color that is not in conflict with surrounding homes. The sidewalk may not be treated in any manner other than for maintenance purposes.