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COLLIER COUNTY

RECORDED

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR WELLINGTON**

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OR BOOK

THIS AMENDMENT, is made this 5th day of Nov, 1990, by The Lone Oak Limited, a Florida Limited Partnership, hereinafter referred to as DECLARANT, and shall be effective upon being recorded in the Public Records of Collier County, Florida.

W I T N E S S E T H

WHEREAS, DECLARANT has recorded those certain DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON (hereinafter referred to as DECLARATION) which DECLARATION is recorded at O.R. Book 1488, Pages 2151 et. seq., Public Records of Collier County, Florida; and

WHEREAS, the DECLARATION applies to real property which has been platted as WELLINGTON AT LONE OAK UNIT ONE, as shown in Plat Book 16, Page 50, Public Records of Collier County, Florida; and

WHEREAS, the DECLARATION provides in Article IV, Section 3 thereof that DECLARANT may, in its sole discretion, modify, amend, waive or add to the DECLARATION; and

WHEREAS, DECLARANT wishes to modify and amend the DECLARATION to correct inconsistencies in the recorded DECLARATION, modify existing provisions, and add new provisions.

NOW, THEREFORE, the DECLARANT hereby amends the DECLARATION as shown below:

1. Article II, Section 3 of the DECLARATION is hereby amended to read as follows:

3. "DWELLING UNIT" shall mean and refer to one of a total of 66 planned residential units to be built at WELLINGTON and intended for occupancy by one family or household, including an attached duplex, detached single units, or single unit.

2. Article II, Section 8 of the DECLARATION is hereby amended to read as follows:

8. "SITE" or "SITES" shall mean anyone or all of those twenty-one (21) currently platted lots in the NEIGHBORHOOD. DECLARANT reserves the right to subsequently plat additional lots up to a maximum of forty-one (41) sites.

3. Article II, Section 9 is hereby added to read as follows:

9. "NEIGHBORHOOD ASSOCIATION" shall mean and refer to WELLINGTON HOMEOWNERS ASSOCIATION OF NAPLES, INC., a Florida non-profit corporation.

4. Article III, Section 1 of the DECLARATION is hereby amended to read as follows:

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Paulich, O'Hara & Stack, P.A.
3401 TAMIAM TRAIL N., SUITE 207
NAPLES, FL 33940

1. USE RESTRICTIONS:

A. The SITES may be used for residential DWELLING UNITS and for no other purposes. No business buildings may be erected on the SITES and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office.

5. Article III, Section 1(g) of the DECLARATION is hereby amended to read as follows:

g. No garbage, trash or refuse containers shall be placed within the front yard or stored outside of any SITE or in any right-of-way or street abutting any SITE, except trash on collection days, and all SITES must provide for garbage, trash and refuse removal to be made from the side or rear of any SITE. Provided, however, that garbage, trash and refuse removal shall be permitted to be made from the front yard.

6. Article III, Section 2(a)(i) is hereby amended to read as follows:

(i) Front SITE line: Twenty-five (25) feet:

7. Article III, Section 2(b) of the DECLARATION is hereby amended to read as follows:

b. Minimum floor area per DWELLING UNIT shall be one thousand two hundred (1200) square feet of air-conditioned living area.

8. Article III, Section 4(B) of the DECLARATION is hereby amended to read as follows:

B. Each OWNER shall install or retain the landscape materials as approved by DECLARANT. All utilities, including all water and sewer laterals, shall be under the exclusive jurisdiction and responsibility of the NEIGHBORHOOD ASSOCIATION. All landscaping, trees, shrubs and lawns shall be maintained by the NEIGHBORHOOD ASSOCIATION in good and living condition at all times. However, if landscape materials such as trees, shrubs and lawns are lost and forever damaged due to either natural weather conditions, such as drought or freeze, or water management restrictions or irrigation problems that result in a restricted water supply for such landscape materials, the OWNER bears full responsibility and cost for replacing any such landscape materials lost as a result thereof.

9. Article III, Section 4(c) of the DECLARATION is hereby amended to read as follows:

(c) The NEIGHBORHOOD ASSOCIATION shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the OWNER'S site (including rights of way).

10. Article III, Section 5(d) Of the DECLARATION titled GARAGES, CARPORTS AND STORAGE AREAS is hereby added to read as follows:

(d) No person may park or store overnight anywhere on the NEIGHBORHOOD property, except in a garage or covered parking facility, any commercial vehicle, those being defined as vehicles bearing any form of advertising, promotion, or display lettering, nor any boats, mopeds, motor and/or mobile homes, trailers, semi-trailers, trucks, motorcycles or recreation vehicles, all as identified and designated by the respective license plates and tags. Recreational vehicles, including motor and/or mobile homes,

shall park in designated parking areas ^{OR} 800 hrs daylight hours.

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All non-commercial passenger cars, as identified and designated by the respective license plates and tags, including vans, jeeps, and trucks, that bear no form of advertising, promotion or display lettering, may be parked overnight on the NEIGHBORHOOD property and need not be parked in a specifically designated garage or covered parking facility.

11. Article III, Section 7 is hereby amended to read as follows:

7. Roofs shall have a minimum pitch of: 3-1/2:12 and shall be constructed of flat or barrel tile, hand sawn or split cedar shakes, slate or copper or asphalt shingles, all as defined by common usage in Collier County. In the event that some other new attractive material for roofing surfaces is discovered or invented, the DECLARANT may, in its sole discretion approve or disapprove the use of such new materials. Flat roofs shall not be permitted.

12. Article III, Section 9 is hereby amended to read as follows:

9. LEASES:

No DWELLING UNIT shall be leased more than four (4) times per calendar year. No DWELLING UNIT shall be used or sold on a time share basis.

13. Article III, Section 10 is hereby amended to read as follows:

10. During any construction actively within the NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner. No temporary trailers shall be placed on any SITE without the prior written approval of DECLARANT. Construction vehicles shall be parked so as not to block or interfere with the use of the streets or roads within the NEIGHBORHOOD.

14. Article III, Section 12 is hereby amended to read as follows:

12. No signage shall be allowed in or on the NEIGHBORHOOD unless and otherwise approved in writing by DECLARANT prior to being installed.

15. New Article III, Section 13 is added to read as follows:

13. EXTERIOR COLORS:

Exterior colors shall be approved in writing by DECLARANT prior to being applied to any DWELLING UNIT.

16. New Article III, Section 14 of the DECLARATION is hereby added to read as follows:

14. PARTY WALLS:

A. Definition. Each wall which is built as part of the original construction of any duplex subject to this DECLARATION and placed on the dividing line between adjoining Living Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the OWNERS who share the wall.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any OWNER who has used the wall may restore it, and if any other OWNER thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such OWNER to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, any rights of the Corporation as stated herein.

D. Weatherproofing. Notwithstanding any other provision of this Section, an OWNER who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Contribution. The right of any OWNER to contribution from any other OWNER(S) under this Section shall be appurtenant to the land and shall pass to such OWNER'S successors in title.

F. Binding Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each Party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

17. Article IV, Section 1 of the DECLARATION is hereby amended to read as follows:

1. DWELLING UNITS:

In accordance with Section 3 of the WALDEN OAKS DECLARATION, there shall exist upon each SITE one or more DWELLING UNITS, which may consist of an attached duplex, detached single units, or a single residential unit,

IN WITNESS WHEREOF, THE LONE OAK LIMITED, a Florida Limited Partnership, has caused this Amendment to the Declaration of Restrictions and Protective Covenants for Wellington to be executed by its duly authorized General Partner this day and year first above written.

THE LONE OAK LIMITED,
a Florida Limited Partnership

Michelle Quintero
Witness

Marqui Eaton
Witness

By:

Robert L. Buck
General Partner

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OR BOOK

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STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me
this 5th day of Nov., 1990, by Robert L. Buck,
General Partner of The Loma Oak Limited, a Florida Limited
Partnership.

Michelle Hunter
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 23, 1992
Bonded New York Life Insurance Co.

