

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
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**CERTIFICATE OF AMENDMENT
TO THE REVIVED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
BOCA GREENS AND TO THE AMENDED AND RESTATED BYLAWS OF
BOCA GREENS HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Revived Declaration of Covenants and Restrictions for Boca Greens and to the Amended and Restated Bylaws of Boca Greens Homeowners' Association, Inc. The Revived Declaration of Covenants and Restrictions for Boca Greens is recorded in Official Records Book 25330, at Page 0005, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions for Boca Greens was recorded in Official Records Book 3018, at Page 1113, of the Public Records of Palm Beach County, Florida. The Amended and Restated Bylaws of Boca Greens Homeowners's Association, Inc. is recorded in Official Records Book 11578, at Page 1236, of the Public Records of Palm Beach County, Florida.

DATED this 6 day of December, 2012.

WITNESSES

BOCA GREENS HOMEOWNERS' ASSOCIATION,
INC.

[Signature]

Signature

Elizabeth Solazzo

Print Name

[Signature]

Signature

NAMICHELE MILLER

Print Name

By: [Signature]

ELLIOT S LIPSON, President

By: [Signature]

Cheryl Laible, Secretary

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

The foregoing instrument was acknowledged before me this 6 day of December 2012, by ELLIOT LIPSON, as President, and Cheryl Laible, as Secretary, of Boca Greens Homeowners' Association, Inc., who are Personally Known or Produced Identification [].

Type of Identification Produced: _____



[Signature]
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

**AMENDMENTS TO THE REVIVED DECLARATION OF
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As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1. Section 1.14, Section 1.20 and Section 8.14 of the Revived Declaration of Covenants and Restrictions for Boca Greens ("Declaration") shall be amended as follows:

Section 1.14. "Guest" means any person who: (a) is physically present in, ~~or occupies~~ the Lot at the invitation of the Owner ~~or other legally permitted Occupant~~, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence or occupancy; (b) is not the Owner or lessee or Occupant of the Lot on which he or she is present; and (c) is not a member of the immediate family of the Owner or lessee of the Lot on which he or she is present, which shall be defined as the parent, child, spouse, sibling, grandparent or grandchild of the Owner or lessee. ~~Notwithstanding the foregoing, an Owner or lessee of the Lot on which he or she is present shall be considered a Guest if he or she is not a permanent occupant of that Lot. Furthermore, a member of the family of the Owner or lessee of a Lot shall be considered a Guest unless he or she is a permanent occupant of such Lot.~~

Section 1.20. "Occupy" shall mean and refer to the act of being physically present on a Lot for ~~two (2) or more consecutive days, including staying overnight~~ thirty (30) days per calendar year. "Occupant" is a person, other than the record Owner of the Lot or lessee of the Lot under an approved lease agreement, who occupies a Lot. Any Guest, other than an immediate family member as defined in Section 1.14 hereof, who occupies a Lot for more than thirty (30) days per calendar year, shall be deemed to be an Occupant for purposes of approval by the Association in accordance with Section 8.14 hereof. ~~A "permanent occupant" means an Owner or lessee of a Lot or member of such Owner's or lessee's family who regularly resides on such Lot.~~

8.14. Leasing of Lots with Dwelling Structures. An Owner may lease a Lot with Dwelling Structure only in accordance with the Declaration, with the prior written approval of the Association, and only after complying with this Section 8.14. Reference to "leasing" in this Section 8.14 shall also include rental. Prior notice is required in connection with any lease, or lease renewal or extension, and in connection with any new persons occupying under, during or along with a

lease. All Occupants, as that term is defined in Section 1.20 hereof, shall be required to be approved in writing by the Association. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section 8.14 as a "Transfer Lease".

- A. Entire Dwelling Structures. Only the entire Dwelling Structure may be rented. The renting of rooms is prohibited.
- B. Subletting. Subletting of a Unit Lot or assignment of a Lease of a Lot shall be prohibited.
- C. Minimum and Maximum Terms. The minimum term for a lease is one consecutive month and the maximum term for a lease shall be twelve consecutive months.
- D. Frequency of Transfer Lease. No Transfer Lease shall be made more often than once in any twelve month period. For purposes of calculation, a Transfer Lease shall be considered made as of the first day of the lease term, and in the case of any new person occupying, on the date of the new occupancy. This provision shall not be considered to permit subletting or to permit a Transfer Lease that is otherwise prohibited under the Governing Documents or Rules and Regulations of the Association. For purposes of this Section 8.14.D, any Transfers Leases under which the lease term for occupancy began prior to the date of recording of this Declaration shall not be considered in the computation limiting Transfers Leases.
- E. Contents of Lease Agreement. Every lease, ~~whether oral or written~~ shall be required to be in writing and shall contain, and if it does not contain, shall be automatically deemed to contain the following:
 - 1. The lessee and all Occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease, which shall entitle the Association to require the permanent removal of the lessee and/or Occupants from the Lot.
 - 2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee

of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.

3. The Parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and Occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

F. The Owner shall notify the Association of any intended ~~Transfer~~ Lease not less than fifteen (15) days prior to the commencement of occupancy under the ~~Transfer~~ Lease. The failure of the Owner to so notify the Association shall entitle the Association to fail to permit access by the persons to occupy under the ~~Transfer~~ Lease.

G. No Owner may lease his or her Lot during the first twelve (12) months of ownership, with only the following exceptions to apply:

1. In the event that by virtue of an Owner's death, a probate proceeding is filed and the Lot is part of the probate estate, the estate may be permitted to lease the Lot one time only.

2. In the event of an Owner's death thereby vesting legal title to the Lot in the heirs, but no probate proceeding has been filed, prior to a probate being filed, the Lot may be leased one time only. Upon the filing of a probate proceeding, the provisions of subsection (1) above shall apply to permit the estate to lease one time as provided for in subsection (1) above.

3. Once the estate conveys title to the Lot, and the new Owner(s) is/are heir(s) of the estate, the heir(s) shall be permitted to lease the Lot without regard to the twelve (12) month limitation. However, if the conveyance of title by the estate is other than to an heir of the estate, then the new Owner may not lease the Lot during the first twelve (12) months of ownership.

4. In the event of an Owner's death whereby title is automatically conveyed to another co-Owner, the co-Owner shall be permitted to lease the Lot during the first twelve (12) months of the co-Owner's original ownership.

5. In the event title to a Lot which is not subject to an exception in this Section 8.14.G is transferred subject to an existing lease, the lease may continue in force, but cannot be renewed or extended or a new lease executed until after the expiration of twelve (12) months from the date that the lease expired.

H. The Association shall further have the authority to charge an application fee in an amount to be determined from time to time by the Board of Directors, per applicant or Occupant, for any proposed Lease to be approved by the Association. In addition, the Association shall have the authority to charge a security deposit, to offset damage to the Common Areas or other Property, in an amount of One Thousand (\$1,000.00) Dollars, which shall be collected by the Association from the Owner. Such security deposit may also be used to offset any unpaid fine, assessment or other charge due to the Association from the Owner, tenant or Occupant, and if any of such security deposit is used for any purpose identified herein, the Association shall further have the authority to require the Owner or tenant to replenish the security deposit during the pendency of the lease agreement. The security deposit shall not be required to be deposited into an interest bearing account, but will otherwise be governed by the applicable provisions of Chapter 83, Part II, Fla. Stat. The Association shall further have the authority to conduct any and all necessary background checks, including criminal background checks, on any proposed applicant, tenant or Occupant of any Lot, and shall have the authority to charge the costs of any such criminal or other background check to the Owner, tenant and/or Occupant. The Association shall have the authority to conduct a personal interview with any such proposed applicant, tenant or Occupant of a Lot, and no such application shall be considered complete for purposes of approval until such time as the necessary background check(s) and/or personal interview have been completed, and all necessary fees and security deposits have been paid in full. Notwithstanding the foregoing, where an Owner is renewing or extending a lease pursuant to this Section 8.14, although such lease renewal or extension shall require the prior written approval of the Association, the Association shall have the authority to waive any additional application fee or background check for any such renewal or extension

of a previous lease agreement that was approved by the Association, where no new or additional tenants or Occupants are being added to the lease agreement or are occupying the Lot. Any new or additional tenants or Occupants will still be required to submit the necessary application fees and go through all necessary background checks.

I. Without limiting the Association's ability to disapprove of all leases and all Occupants, a proposed tenant or Occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:

(a) The person(s) seeking approval (which shall include all proposed Occupants) fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

(b) The person(s) seeking approval has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(c) The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(d) The person(s) seeking approval takes possession of the Lot prior to the approval by the Association as provided for herein; or

(e) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, Owner or Occupant of a Lot; or

(f) The person(s) seeking approval fails to comply with the requirements of Section 8.14 hereof; or

(g) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

I. Corporate or Trust Ownership of Lots. Where a Lot is owned by a corporation, partnership, trust or other similar entity, such entity must designate a primary Occupant(s) of such Lot, which Occupant(s) shall be required to be approved by the Association in accordance with all of the procedures and requirements contained in this Section.

Item 2: Section 6.1.B. of the Declaration shall be amended as follows, and Section 6.1 of the Declaration shall be amended by the creation of a new Paragraph C as follows:

6.1. Association Maintenance. In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

A. All Common Area, the maintenance for which is not assumed by a governmental entity, but except those portions of the Common Area provided in Section 6.2.A below to be the responsibility of the Owner.

B. Adjacent Property. The Association ~~shall~~ may also maintain the vegetation, landscaping, and irrigation system, if any, upon areas which are not within the Properties but abut same and are owned by a utility or governmental authority or any other person, so as to enhance the appearance of the Properties.

C. The Association shall have the authority to install mailboxes of a uniform design on all Lots located throughout the Property in the discretion and in the manner determined by the Board of Directors from time to time. The initial installation of such mailboxes shall be the responsibility of the Association, and the Association shall remove any existing mailbox in order to make room for the Association-approved uniform mailbox during such installation. Notwithstanding the foregoing, however, the continued maintenance, repair or individual replacement of any such Association-installed mailbox shall be the responsibility of the individual Lot Owner, and the Lot Owner shall be required to keep any such Association-installed mailbox in a proper state of repair in the discretion of the Board of Directors of the Association from time to time. Where any such individual mailbox needs to be replaced in the future, except where the Association determines to replace all mailboxes in a community-wide manner, such replacement shall be the responsibility of the individual Lot Owner, and the Lot Owner shall be required to replace such mailbox with a type or style of

mailbox as approved from time to time in accordance with the Association's Rules and Regulations or Architectural Guidelines.

Item 3: Section 7.13.J of the Declaration shall be amended as follows:

J. Landscaping. No bush or tree may impede vehicular or pedestrian traffic on any road, pass or sidewalk or in any way block any light source within the Community. ~~No tree or bush may be planted closer than six (6) feet from a roadway.~~ Trees, bushes and other landscape items shall be planted in accordance with the Association's Rules and Regulations or Architectural Criteria, as same may be amended from time to time. The minimum height of a tree or bush over the street is fourteen (14) feet and over a sidewalk is eight (8) feet. Planting of new trees, including those in any roadside swale area, shall be governed by written guidelines developed and amended from time to time by the ACC as approved by the Board.

Item 4: Section 8.3.A of the Declaration shall be amended by the creation of a new Subparagraph 7, as follows:

7. There shall be no aggressive breeds of dogs allowed on the property, including, but not limited to, Pit Bulls, Pit Bull breeds or Pit Bull mixes, or any other aggressive or dangerous breed of dog as identified by either Palm Beach County or Boca Raton Animal Care and Control or any other local governing agency from time to time. Any such Pit Bull, Pit Bull breed, Pit Bull mix, or other such dangerous or aggressive breed, shall be removed from the property on a permanent basis, and any animal or pet that exhibits a dangerous propensity or otherwise shows an aggressive nature or attacks another person or animal on the property will also be required to be removed from the property on a permanent basis.

Item 5: Section 8.4.G of the Declaration shall be amended as follows:

G. Access Control; No Security. The Community is a private, gated community into which the Association limits access. Such access shall not be considered as the Association providing security. The Association shall provide controlled access to the Community in a manner and fashion as determined by the Board of Directors of the Association from time to time. Such controlled access shall further be governed by reasonable rules and regulations implemented and adopted by the Board of Directors, as amended from time to time. ~~The access control personnel of the Association shall prohibit access into the Community and follow any requirements imposed by the Rules and Regulations, unless the Owner or Occupant either: (1) Purchases a remote device that activates the access control gates into the Community; (2) displays an Association access decal in the windshield of the vehicle in the location directed by the Association, for viewing by the Association's access control personnel; or (3) provides the access control personnel with the Owner's or Occupant's identification code. Guests, invitees and contractors of Owners and Occupants must register with the access control personnel prior to gaining access into the Community, and only upon receiving such Owner's or Occupant's telephonic authorization to permit access, or alternatively, if the Owner or Occupant registers specific guests, invitees and contractors with the access control personnel prior to access; the foregoing is~~

~~subject to any additional requirements set forth in the Rules and Regulations.~~

Item 6: Section 4.7.C of the Amended and Restated Bylaws of Boca Greens Homeowners's Association, Inc. ("Bylaws") shall be amended as follows:

C. Notice to Owners. Notices of all Board meetings must be posted at each entrance to the Community at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that an assessment will be considered and the nature of the assessment. In addition, the Association may give notice of such Board meetings by electronic transmission (email) where an Owner consents in writing to receiving notice by such electronic transmission (email). In addition, the Association shall have the authority to publish notice, as an alternative to posting or mailing of such notices, by the repeated broadcasting of such notice on a closed circuit cable television system serving the Association. Such notice shall be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda shall be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Item 7: Section 4.8.C of the Bylaws shall be amended as follows:

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken, where the Director abstains due to an asserted conflict of interest. The Director shall be required to state the reason for the conflict of interest in the minutes of the meeting. In addition, a Director may abstain on a vote to approve or waive the reading of minutes where that Director was not in attendance at the meeting for which such minutes were taken. An abstention for any other reason shall be considered an affirmative vote.

Item 8: Section 8.4 of the Bylaws shall be amended as follows:

8.4. Levy of Fines. A fine for each violation ~~shall~~ may be levied in an amount up to the maximum allowed by law as amended from time to time. This fine may be levied at such rate per day for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Hearing Committee's notice

informs the offending party or parties of this fact. The maximum for a total fine shall be the maximum sum permitted by law from time to time.