

Prepared by and return to:
Gerstin & Associates
40 S.E. 5th St., Suite 610
Boca Raton, FL 33432

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Certificate of Amendment to the Boca Greens Homeowners' Association, Inc.'s Revived Declaration of Covenants and Restrictions, By-Laws, and Articles of Incorporation

WHEREAS, the Boca Greens Homeowners' Association, Inc. ("Association") *Revived Declaration of Covenants & Restrictions ("Declaration"), By-Laws, and Articles of Incorporation* were recorded in O.R. Book 25330, Page 0009, O.R. Book 25330, Page 0068, and O.R. Book 25330, Page 0060, respectively, of the Public Records of Palm Beach County, FL;

WHEREAS, at a duly called and noticed meeting of the membership of the Association on June 4, 2020, amendments to the *Declaration, By-Laws, and Articles of Incorporation* (Exhibits 1-5) were duly passed by the members in accordance with the Association's Governing Documents and applicable Florida law;

NOW THEREFORE, the undersigned hereby certify the amendments to the *Declaration, By-Laws, and Articles of Incorporation* attached hereto as Exhibits 1-5 are true and correct copies thereof which were duly passed by the membership of the Association.

IN WITNESS WHEREOF, my signature affixed below on this 10 day of June, 2020.

Witness: [Signature]

Print name: Jennifer Kayal

Witness: [Signature]

Print name: Jennifer Kayal

Boca Greens Homeowners' Association, Inc.

By: [Signature]
William Cuneo, President

By: [Signature]
Maragaret Shooshani, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of June, 2020 by William Cuneo and Margaret Shooshani, who are personally known to me or who produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: Ilyssa Feierstein



ILYSSA B. FEIERSTEIN
Commission # GG 947973
Expires April 25, 2024
Bonded Thru Budget Notary Services

Exhibit 1

Amendment 1 of 5

Full text of amendment to the Revived Declaration of Covenants & Restrictions for Boca Greens ("Declaration") as recorded in the Official Records of Palm Beach County beginning at Book 25330 and Page 0009 (underlines are additions and ~~strikethroughs~~ are deletions).

Section 5. ASSESSMENTS AND LIENS; CHARGES; NEW OWNER CAPITAL

CONTRIBUTION. The Association has the power to levy and collect assessments, against each Lot and Owner in order to provide the necessary funds for proper operation and management of the Community and for the operation of the Association, including both annual assessments for each Lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Lot(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Lot and Owner under the Governing Documents.

The Association shall have the power to levy and collect a New Owner Capital Contribution at an amount determined annually by the Board of Directors which cannot exceed the cumulative amount of two quarterly assessments, or at the prior year's amount if no such determination is made. The New Owner Capital Contribution shall automatically be applied to any new owner(s) upon the sale or transfer of a Lot to a third party or upon the acquisition of a Lot by a mortgagee upon the foreclosure of its mortgage or similar recorded instrument. In conjunction with Florida law, the Board of Directors shall determine the allocation of all funds received from the payment of the New Owner Capital Contribution. New Owner Capital Contributions imposed by this subsection shall be collectable by the Association in the same manner as a Charge as set forth in its Governing Documents, including the filing of a lien and foreclosure action, as well as the imposition of late fees, interest, attorneys' fees and costs. New Owner Capital Contributions shall run with the land. Notwithstanding the foregoing, New Owner Capital Contributions shall not be imposed on transfers of ownership undertaken in the furtherance of settling or planning an estate for its existing owner. By way of example, but not limitation, a New Owner Capital Contribution shall not be charged to transfers occurring according to intestate succession, by and through a will or by the establishment of a life estate, land trust or similar estate planning or settling purposes.

No further changes.

Exhibit 2

Amendment 2 of 5

Full text of amendment to the Amended and Restated Articles of Incorporation of Boca Greens Homeowners Association ("Articles") as recorded in the Official Records of Palm Beach County beginning at Book 25330 and Page 0060 (underlines are additions and ~~strikethroughs~~ are deletions).

Section 3.3 Powers: Specific

The powers of the Association shall include but not be limited to the following:

- A. ~~To~~ make and collect annual and special assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; ~~and~~ to levy and collect Charges and New Owner Capital Contributions.

No further changes.

Exhibit 3

Amendment 3 of 5

Full text of amendment to the Revived Declaration of Covenants and Restrictions for Boca Greens ("Declaration") as recorded in the Official Records of Palm Beach County beginning at Book 25830 and Page 0009 (underlines are additions and ~~strikethroughs~~ are deletions).

Section 5.8 Priority of Lien.

A. Rights of Certain Mortgagees. The Association's lien for unpaid assessments or Charges shall be subordinate and inferior to the lien upon any Lot for of a any recorded first mortgage to a federal or state chartered bank, or federal or state savings and loan association that was recorded in the Official Public Records of Palm Beach County, Florida prior to the Association recording a claim of lien in the Official Public Records of Palm Beach County, Florida for unpaid assessments or Charges, so long as such mortgages were recorded on or before May 11, 2010. For any such mortgages recorded after May 11, 2010, the recorded lien for assessments shall relate back to the recording of the original Declaration. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure. However, ~~n~~ No sale or other transfer, either by an "arms-length" transaction, operation of law, intestate succession, deed in lieu of foreclosure or otherwise, shall relieve any Lot from liability for any assessments delinquent assessments or Charges from prior owners. However, the Association's recovery of delinquent assessments or Charges from any Lot in which the first mortgagee obtained ownership of the Lot through the foreclosure of its mortgage shall be limited to the maximum amount allowed by Florida law, as amended from time to time. thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. The Association's claim of lien shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Notwithstanding anything to the contrary above, the Association shall, at a minimum, be entitled to any amounts permitted by F. S. § 720.3085(2), as the statute may be amended from time to time.

Section 5.8 (b) to 5.11(D) unchanged.

Section 5.11 (E) Rights of Certain Mortgagees. **Deleted in its entirety.**

No further changes.

Exhibit 4

Amendment 4 of 5

Full text of amendment to the Revived Declaration of Covenants and Restrictions for Boca Greens ("Declaration") as recorded in the Official Records of Palm Beach County beginning at Book 25830 and Page 0009 (underlines are additions and ~~strikethroughs~~ are deletions).

Section 15.12. Governing Law. This Declaration and the Association's other governing documents are governed by the Florida Homeowners' Association Act, Chapter 720, Florida Statutes, as it exists on the date hereof and as it may be amended from time to time.

No further changes.

THIS IS NOT A CERTIFIED COPY

Exhibit 5

Amendment 5 of 5

Full text of amendment to the Amended and Restated By-Laws of the Boca Greens Homeowners' Association, Inc. ("By-Laws") as recorded in the Official Records of Palm Beach County beginning at Book 25330, Page 68.

The following amendment shall replace Section 4.2 of the *By-Laws* in its entirety:

4.2 Nomination and Elections.

- A. The election for the Board of Directors shall take place at the annual meeting.
- B. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit to each Owner entitled to a vote, a first notice of the date of the annual meeting and election.
- C. An Owner desiring to be a candidate for the Board must give written notice of their intent to be a candidate to the Association at least 40 days before the scheduled election. Written notice shall be effective when received by the Association and the Association shall provide a written acknowledgement of receipt of a candidate's notice. This is the exclusive method by which Owners may submit their nomination as a candidate. Nominations from the floor at the election will not be permitted.
- D. Each candidate may, at their option, submit an information sheet describing the candidate's background, education, qualifications, and/or other relevant information.
 1. The information sheet must be furnished by the candidate to the Association at least 35 days before the election.
 2. The information sheet shall be no larger than 8 1/2 inches by 11 inches and may only contain information on one side of the sheet.
 3. Information sheets which comply with the sections D(1) and D(2) hereinabove will be sent to all Owners with the second annual meeting and election notice.
 4. The Association is not liable for the contents of information sheets prepared by the candidates.
- E. At least 14 days and not more than 34 days prior to the election, the Association will mail or deliver a second notice of the annual meeting and election.
 1. The second notice package will include the annual meeting and election notice, ballot, inner and outer ballot envelopes, candidate information sheets, a proxy form, and a proxy return envelope. Other documents not enumerated herein may also be included in the second notice package. The second notice and accompanying documents shall not contain any communication by the Board that endorses, disapproves, or otherwise comments on any candidate.

Exhibit 5

2. Ballots

- a. Ballots shall indicate in alphabetical order, by surname, every eligible candidate who gave timely notice, unless such person has withdrawn their candidacy in writing prior to the mailing of the ballots.
- b. Ballots shall not indicate which candidates are incumbents on the Board.
- c. Write-in candidates shall not be permitted.
- d. Ballots shall not provide a space for the signature of, or any other means of identifying, a voter.
- e. All ballot forms shall be uniform in color and appearance.

3. Ballot Envelopes

- a. The exterior of the outer envelope shall indicate the name of the voter, and the property address(es) being voted.
- b. Once the ballot is filled out, the voter shall place the completed ballot in the inner, smaller envelope and seal the envelope.
- c. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed.
- d. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope.
- e. The voter shall sign the exterior of the outer envelope in the space provided for such signature.
- f. The envelope shall either be mailed or hand delivered to the Association.
- g. Upon receipt by the Association, a ballot may not be rescinded or changed.

F. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall be transported to the location of the annual meeting. Envelopes containing ballots shall not be opened until the annual meeting. Additional blank ballots, and inner and outer ballot envelopes will be made available at the annual meeting. Ballots which are cast at the annual meeting must follow the same requirements as section E(3) hereinabove.

G. Owners shall be given an opportunity to cast their ballots at the beginning of the annual meeting and voting shall then be closed.

Exhibit 5

H. Once voting is closed, the Board shall appoint a committee to check and count the ballots by soliciting volunteers from Owners present at the annual meeting ("Ballot Committee"). The Ballot Committee shall serve until the adjournment of the annual meeting.

The number of Ballot Committee members shall be determined by the Board at the annual meeting, but shall consist of a minimum of two Owners.

Ballot Committee members must be Owners and may not be current Board members, officers, or candidates, or the spouse, parent, or child of a current Board member, officer, or candidate. However, in the event there are not enough eligible volunteers, the Board may appoint any person(s) to fill the remaining Ballot Committee seats.

I. The ballots shall be counted by the Ballot Committee in open view of the Owners as follows:

1. The signature and property address on the outer envelope shall be checked against a list of qualified voters. The voters shall be checked off on the list as having voted.
2. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted.
3. All inner envelopes shall be removed from the outer envelopes and the outer envelopes shall be placed into a receptacle. Once the outer envelopes are separated from the inner envelopes, the inner envelopes shall be opened and the ballots removed and counted.
4. Any inner envelope containing more than one ballot shall be marked "Disregarded", or with words of similar import, and any ballots contained therein shall not be counted. Ballots which contain: (1) votes for too many candidates, (2) markings that make it unclear as to which candidates are being voted for, or (3) other unauthorized markings, shall be marked "Disregarded", or with words of similar import, and shall not be counted.
5. Once the Ballot Committee finishes counting the ballots, they shall announce the results.
6. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association.

J. The winning candidates shall commence their terms on the Board immediately upon adjournment of the annual meeting.

K. Runoffs. If two or more candidates receive the same number of votes, which would result in one or more candidates not serving or serving a lesser period of time, the Association shall conduct a runoff election in accordance with the following procedures:

Exhibit 5

1. Within 7 days of the date of the election at which the tie vote occurred, the Board shall mail or personally deliver to the voters, a notice of a runoff election. The notice shall inform the voters of the date scheduled for the runoff election to occur, shall include a ballot and envelopes as set forth in Section 5(b)-(c), and shall include copies of any candidate information sheets previously submitted by those candidates to the Association.
2. The only candidates eligible for the runoff election to the Board are the candidates who received the tie vote at the previous election.
3. The runoff election must be held not less than 21 days, nor more than 30 days, after the date of the election at which the tie vote occurred.
4. The runoff election shall be conducted in accordance with the procedures set forth in sections E(2)-(3), and F-J, unless they conflict with this Section 11, in which case this Section 11 shall govern.
5. No quorum shall be necessary for the runoff election.

No further changes.