



This instrument prepared by:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BOCA PARK, A Condominium

I HEREBY CERTIFY that the Amendments to the Declaration attached as Exhibit "I" to this Certificate were duly adopted as the Amendments to the Declaration of Condominium for Boca Park Condominium Association, Inc., ("Declaration"). The Amendments to the Declaration were approved by the members by written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.0701 The original Declaration of Condominium for Boca Park Condominium Association, Inc. a Condominium is recorded in Official Record Book 5942, at Page 1106; et seq., of the Public Records of Palm Beach County, Florida.

DATED this 21 day of JUNE 2016

Signed in the presence of Witnesses as to Both:

Association:
DECLARATION OF CONDOMINIUM OF BOCA PARK, A CONDOMINIUM

By: [Signature]
Signature of First Witness

By: Steven Kesten
Print Name of First Witness

By: Jane Solomon
Jane Solomon, President

[Signature]
Signature of Second Witness

By: Karen Field
Print Name of Second Witness

By: Steve Chapman
Steve Chapman, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

BEFORE ME, personally appeared Jane Solomon as President and Steve Chapman, as Secretary of Boca Park Condominium Association, Inc., known to me to be the individuals who executed the foregoing instrument. Both acknowledged to and before me that she as President and he, as Secretary of the Association, executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association. They did not take an oath.

SEAL

Jill Marie Herbert
Notary Public, State of Florida at Large



EXHIBIT "I"

**FOLLOWING ARE THE AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF BOCA PARK, A CONDOMINIUM
added Language is identified by an underline.
~~deleted Language is identified by a strikethrough~~**

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use

The Units shall be used for single-family residences only. No transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation of commercial purposes. No Unit may be rented for a term less than ~~six (6) months~~ twelve (12) months. A Unit owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents. Children shall be permitted to reside in the Units.

19. SALES AND CONVEYANCES

19.1. Sale

No Unit Owner may lease, sell or transfer ~~(except to the spouse or parent of such Unit Owner)~~ (except for a transfer for bona fide estate planning purposes) his Unit without approval of the Association, which approval shall be obtained in the following manner:

19.1.1. Notice to Association. Each and every time a Unit Owner ("Offeror") intends to lease, sell or transfer his Unit or any interest therein ~~(other than a lease for a term of five years or less)~~ ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended lessee, purchaser or transferee, the terms of such lease, purchase or transfer, and such other information as the Association may reasonably require on forms supplied by the Association. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any lessee, purchaser or transferee, produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

* * *

19.1.3. Approval by Association.

All Sales are subject to approval by the Association which shall include an interview with prospective owners and all occupants are subject to the approval process regardless of when they move into the Unit. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require a background and /or credit check. The

Association shall have the right to promulgate criteria for accepting or denying a Sale and shall have the right to promulgate rules and regulations governing Sales. The Association has no obligation to find a substitute purchaser and / or to purchase any Unit for which it denies a Sale good cause. Good cause shall be as determined by the Association in its sole discretion and shall include, at a minimum, the items in 19.4.1

The Association shall approve or deny a Sale within thirty (30) days of receipt of all requested documentation or the Sale will be deemed approved.

19.3. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the owner of a Unit through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Unit as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Unit ~~and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Unit, including the fee ownership thereof, without prior offer to or approval by the Association, and the provisions of Paragraph 19.1 and 19.2 of this Article 19 shall not apply to such persons.~~ It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the owner of a Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Unit approved by the Association ~~and that it is also free from the other restrictions of Paragraph 19.1 and 19.2 of this Article 19.~~

19.4. Leases.

All Leases are subject to approval by the Association which shall include an interview with prospective lessee and all occupants are subject to the approval process regardless of when they move into the Unit and at such time a lease is renewed. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require a background and /or credit check. The Association shall have the right to promulgate criteria for accepting or denying a Lease and shall have the right to promulgate rules and regulations governing Leases. The Association has no obligation to find a substitute lessee for any Unit for which it denies a Lease for good cause. Good cause shall be as determined by the Association in its sole discretion and shall include, at a minimum, the items in 19.4.1.

The Association shall approve or deny a Lease within thirty (30) days of receipt of all requested documentation or the Lease will be deemed approved.

Except for Units owned by the Association, not more than ten (10) Units in the condominium may be leased at the same time. In the event the maximum numbers of Units are leased, a waiting list will be created and maintained by the Association. Any change of Lessee shall require that Unit to move to the bottom of the waiting list. A Unit Owner shall have no claims or cause of action against the Association or any other Unit Owner based on a Unit's position on the waiting list. All disputes regarding a Unit's position on the waiting list shall be resolved by the Board and the Board's decision shall be conclusive.

Except for Units owned by the Association, no Unit shall be leased until 12 months after transfer of ownership unless transfer is for bona fide estate planning purposes and / or in the case of an inheritance and no lease term shall be for a term longer than 12 months. In the event a Unit is leased at the time of transfer of ownership, the 12 month waiting period will begin upon expiration of the existing lease. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and any rules or regulations promulgated by the

Association ("Governing Documents") with a copy of the lease and all required applications delivered to the Association prior to occupancy by the tenant(s). No lease shall be for a period of less than twelve (12) months. The Association shall have the right to evict any Lessee that fails to comply with the Governing Documents of the Association.

19.4.1. Good cause to deny a Sale or a Lease, as referred to above, shall exist under the following circumstances and any other criteria as approved by the Board of Directors

In addition to a credit score that is less than 650, the following shall be considered Good Cause for disapproving a sale or a lease:

- (i) Person or Persons seeking approval shall include all proposed occupants and / or any subsequent occupants.
- (ii) The application for approval on its face, or subsequent investigation thereof, indicates that the Person or Persons seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (iii) The Person or Persons seeking approval has/have been convicted of a felony within the last ten (10) years;
- (iv) The Person or Persons seeking approval has/have a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- (v) The owner allows a prospective owner or tenant to take possession of the premises prior to approval by the Association as provided herein and / or the Unit Owner has a history of not including all proposed Persons when obtaining prior approval from the Association;
- (vi) The Person or Persons seeking approval has/have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- (vii) The Person or Persons seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (viii) The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid and / or all assessments and other charges against the unit have not been paid in full.
- (ix) The Unit Owner requesting the transfer or is otherwise in violation of any provisions of the governing documents.

21. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

21.2. Lien

The Annual Assessment and Special Assessments, as determined in accordance with Article 22 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Condominium Act as may be amended from time to time, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Each Assessment against a Unit together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Unit so assessed. The Association's statutory lien for Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

21.2.2. Institutional Mortgagees. An Institutional First Mortgagee acquiring title to a Unit or other purchaser by a purchase at the public sale resulting from a foreclosure judgment in a foreclosure suit in which the Association has been properly named as defendant junior lienholder, or deed in lieu of foreclosure, shall not be liable for Assessments chargeable to the former Unit Owner except as provided in Florida Statute 718 as may be amended from time to time. ~~which became due prior to such acquisition of title unless such accrued Assessments are secured by a claim of lien that is recorded prior to the recording of the mortgage held by such Institutional Mortgagee or other purchaser being foreclosed or for which a deed is given in lieu of foreclosure. Assessments which are not secured by a claim of lien recorded prior to the recording of the institutional mortgage being foreclosed or for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit effective with passage of title to such Institutional Mortgagee.~~

Section 22: METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

* * *

22.1.2. Assessment Payment. The Annual Assessment shall be payable monthly, quarterly or annually in advance on the first days of January, April, July and October of each year, or at such other time as may be determined by the Board from time to time prior to the adoption of the annual budget but in no event less frequently than quarterly. All provisions regarding the collection of assessments are intended to be in accordance with Florida Statute 718 and this Declaration as either may be amended from time to time. ~~The Association may at any time require the Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments. The amount of such deposit shall not exceed one half (1/2) of the then current Annual Assessment for the Unit.~~