

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF BOCA GRAND, A CONDOMINIUM**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Condominium of Boca Grand, A Condominium ("Declaration"), as originally recorded in Official Records Book 16321, Page 466, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided by Article 6 of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this _____ day of October, 2021, in Palm Beach County, Florida.

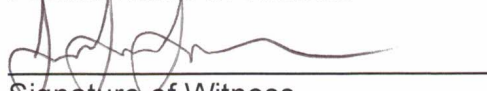
Executed in the presence of:



Signature of Witness

REDA CHERKAOUI

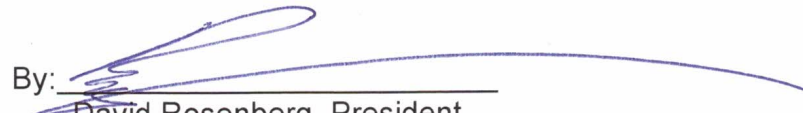
Printed Name of Witness



Signature of Witness

Jennifer Suissa

Printed Name of Witness

By: 

David Rosenberg, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 4th day of October, 2021, personally appeared David Rosenberg, the President of Boca Grand Condominium Association, Inc., who is personally known to me or who produced his driver's license as identification (circle one), and acknowledged that he executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.


NOTARY PUBLIC
My Commission Expires:

AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF BOCA GRAND, A CONDOMINIUM

(additions indicated by underlining, deletions by "~~strikethroughs~~" and
unaffected language by ". . ." or "***")

Amendments to the Declaration of Condominium of Boca Grand, A Condominium ("Declaration"), as follows:

1. Amendments to Article 17, Section 17.8 of the Declaration, and to add a new Article 17, Section 17.16 to the Declaration, as follows:

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

* * *

17.8 Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. Leasing of Residential units must first be approved by the Association in writing, as provided in Article 17, Section 17.16 of this Declaration. Each shall not be subject to the prior written approval of the Association, but each lease shall be in writing and shall specifically provide (or, if it does not, shall automatically be deemed to provide) that the Association shall have the right (a) to terminate the lease and/or to evict the tenant(s) upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws or rules and regulations of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (b) to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. If a tenant commits three or more violations of any of the covenants or restrictions, or any of the rules or regulations, contained in the Association's governing documents (whether three violations of the same covenant or rule or three separate violations of different covenants or rules), or if a tenant commits a single serious violation, as determined by the Board in its reasonable discretion, then the Association's action seeking to terminate the lease and evict the tenant(s) shall be deemed justified. If the Association brings an action to terminate the lease and/or evict the tenant(s), the Association may specially assess the Unit Owner for all costs incurred by the Association in bringing such action and securing the termination of the lease and/or eviction of the tenant(s), including without limitation attorneys' fees, whether or not an action is filed, and to include attorneys' fees at all trial and appellate levels, and the Association shall have a continuing lien against the Unit Owner's Unit to secure repayment of such special assessment, and the Association may enforce and foreclose said lien in the same manner as a lien for unpaid common expenses, in the manner provided in this Declaration and/or in

Section 718.116, Florida Statutes, as same may be amended and/or renumbered from time to time. Leasing of Residential Units shall not be subject to the prior approval of the Association, provided, however, that (i) the Association must receive notice of the leasing of a Residential Unit not less than five (5) days prior to the commencement of the lease term (together with a copy of the applicable lease), and (ii) no lease shall be valid if the lessor is delinquent in the payment of Assessments to the Association (or becomes delinquent during the lease term) or has an outstanding fine (or incurs a fine which is not paid within five days following the adoption of same). No lease of a Residential Unit shall be for a period of less than three (3) months or a period of more than one (1) year thirty (30) days. The foregoing leasing restrictions shall not apply to the Retail/Commercial Units and the Retail/Commercial Units may be leased on any terms that may be desired by the Retail/Commercial Unit Owners.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements, Association Property or to other Unit Owner's Units, resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to persons or property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. When a Unit is leased, the tenant must provide the Association with evidence that the tenant has obtained renter's insurance, in types and amounts as may be determined by Board rule from time to time, which must be provided to the Association at least fourteen (14) days prior to lease occupancy, or prior to any extension or renewal of an existing lease. The failure of a tenant to provide the Association with evidence of such insurance, and/or to maintain such insurance at all times during the lease, shall be grounds for the Association to revoke any approval that may have been given for the lease and to deny occupancy of the Unit, to deny approval of the lease, and/or to terminate the lease and seek to evict the tenant(s). All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Association, any tenant requiring to lease a Unit may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is lease, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

* * *

17.16 Sale, Transfer and Lease of Units. No Unit Owner may sell, transfer or lease, or renew any lease for, the Unit Owner's Unit without the prior written approval of the Association, to be applied for and obtained in the manner specified herein. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or a standard lease addendum, and/or a standard and uniform sale or lease application, be used by all Unit Owners intending to sell, transfer or lease the Unit Owner's Unit. The Association's approval of any sale or transfer of a Unit shall be evidenced in a certificate, signed by the Association's President, which certificate must be recorded in the Public Records of Palm Beach County, Florida, along with the deed or instrument conveying title to the purchaser or transferee.

A. Notice to Association of Proposed Sale, Transfer or Lease; Transfer/Application Fee. Any Unit Owner that wants to sell, transfer or lease the Owner's Unit must deliver to the Association a written notice of the proposed transaction (including a copy of the proposed sales contract or lease), the name and address and contact information of the person(s) to whom the proposed sale, lease or transfer is to be made, one bank reference and three individual references (local, if possible) and such other information (to be requested within ten (10) days from receipt of such notice) as may be required by the Board of Directors of the Association. The notice required may be in the form of an Application for Purchase (or Lease) as prescribed by the Association. The Board of Directors may require the proposed purchaser(s), transferee(s) and/or lessee(s) to undergo a personal interview with the Board or the Association's property manager or with a committee. The Unit Owner must also pay to the Association a transfer/application fee in the highest amount allowed by law, as same may be amended and/or renumbered from time to time, so that the Board of Directors may conduct a credit check and/or criminal background check on the proposed purchaser(s), transferee(s) or lessee(s). The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

B. Approval or Disapproval by the Association. The Board of Directors of the Association, within fourteen (14) days after receiving such notice and such supplemental information as is required by the Board of Directors and the transfer fee, and the completion of any personal interview

required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), disapprove the transaction for good cause (and the failure of the Association to notify the Unit Owner of the Association's approval or disapproval within such 14-day period shall be deemed to be the Association's approval of any proposed sale, transfer or lease). The Board may delegate the authority to review any proposed transaction and/or to approve or disapprove a sale, transfer or lease to a committee or to a particular Director or the Association's property manager. The Board (or a committee, Director or the property manager) may consider, without limitation, the following factors as constituting good cause for any disapproval of a proposed sale, lease or other transfer:

- (i) The person seeking approval (which includes any occupant under the proposed sale, lease or transfer) has, within the past fifteen years, been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies where the charges resulted in an adjudication withheld, or any such person or occupant is identified as a registered sex offender;
- (ii) The application for approval on its face, or the applicant in any interview, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants, restrictions, rules and regulations applicable to the Association;
- (iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as a lessee, unit owner or occupant of a Unit, or as a guest of any lessee or Unit Owner;
- (iv) The person seeking approval failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in connection with the application;
- (v) The Unit Owner requesting the sale, lease or transfer approval has had fines assessed against him or her which have not been paid, or with respect to leasing, the Unit Owner has previously violated the covenants and restrictions related to leasing;
- (vi) All assessments and other charges against the Unit or Unit Owner have not been paid in full; or
- (vii) The person seeking approval does not appear to have the financial ability to cover the costs of the ownership of the Unit (including servicing any debt incurred in purchasing the Unit) or the tenancy (and the Board may adopt by Board rule from time to time further criteria related to such financial criteria, including without limitation a minimum credit score).

Any attempt to sell, transfer or lease a Unit without complying with the provisions herein shall be a breach of this Declaration and shall be null and void, and shall confer no interest or title in the Unit to the proposed purchaser, transferee or lessee.

2. Amendments to Article 17, Section 17.9 of the Declaration, as follows:

17.9 Weight, Sound and other Restrictions. Unless installed by the Developer or meeting the sound insulation specifications set forth herein (as same may be modified from time to time), hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms. ~~Although prior Board approval is not required, the~~ The installation of any hard and/or heavy surface floor coverings must include the installation of a sound underlayment material and must meet the following specifications: the aggregate sound isolation and acoustical treatment shall carry a minimum Sound Transmission Classification (STC) of 48 60 and a minimum Impact Insulation Classification (IIC) of 60, and the installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Notwithstanding the foregoing, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, patio and/or lanai shall not exceed a thickness that will result in the finish level of the balconies, terraces, patios and/or lanais being above the bottom of the scuppers. Also, the installation of any hard surface flooring, improvement or heavy object must be submitted to and approved in writing by the Board prior to the installation (so that the Board, with respect to hard surface flooring, may confirm that appropriate sound underlayment material will be installed under the hard surface flooring and that the proper sound isolation and acoustical treatment specifications have been satisfied, including without limitation the minimum STC and IIC ratings specified above), and be compatible with the overall structural design of the building. All areas within a Unit other than foyers, kitchens and bathrooms are to receive sound absorbent, less dense floor coverings, such as carpeting, or hard surface floor coverings meeting the specifications described above. The Board will have the right to specify the exact material to be used on balconies, terraces, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations (including without limitation any hard surface flooring that was installed without the Association's prior written approval (which removal shall be justified even if it later discovered, after removal of the hard surface flooring, that proper sound underlayment material was in fact installed)). Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a high-rise building such as the Condominium is very

difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and/or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

3. Amendment to Article 17 of the Declaration, to add a new Section 17.17, as follows:

17.17 Signs by Residential Unit Owners. No Owner of a Residential Unit may post or place any sign or advertisement anywhere in or upon the Common Elements, including without limitation any vehicle parked in the garage or anywhere else on the Condominium Property, or in or upon the Owner's Residential Unit or its Limited Common Elements to the extent the sign or advertisement would be visible from outside the Owner's Residential Unit. If any sign or advertisement is posted or placed by a Residential Unit Owner in violation of this provision, the Association may immediately remove and discard such sign or advertisement, with no notice to Owner, and the removal of the sign or advertisement shall not be deemed to be a trespass, and the Association shall have no liability to Owner for such removal or for the damaged or lost sign or advertisement.