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Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 1545-1548; (4Pgs)

This instrument prepared by:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS FOR MIZNER POINTE OF BOCA, AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 9960, PAGE 7 *et.seq.*, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Covenants for Mizner Pointe of Boca was duly adopted by the membership of Mizner Pointe of Boca Homeowners Association, Inc. by their written consent pursuant to Sections 720.306(1)(b) and 617.0701(4), Florida Statutes and Declaration of Covenants Article XI, Section 3(a), that is, by no less than a majority vote of the entire membership in favor of adoption as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 20 day of APRIL, 2022.

WITNESSES:

Printed Name: Debra Sena

Printed Name: Donna Smith

MIZNER POINTE OF BOCA HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
Gary Rosenberg, President

By: _____
Husni Hassan, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization, this 20 day of APRIL, 2022, by Gary Rosenberg, President, and Husni Hassan, Secretary, for Mizner Pointe of Boca Homeowners Association, Inc.

Lauren Dale
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA
LAUREN DALE
Commission # GG 978234
Expires April 13, 2024
Bonded Thru Budget Notary Services

NOTARY PUBLIC LAUREN DALE

AMENDMENTS TO THE DECLARATION OF COVENANTS FOR MIZNER POINTE OF BOCA

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE XVI

PROHIBITED USES

Section 12. ~~Occupants.~~ Leasing and Resales. ~~Each Parcel is restricted to residential use as a single family residence by the Parcel Owners thereof, their lessees, immediate families, guests and invitees.~~

(a) Exemptions To Leasing Restrictions Following Effective Date Upon Recording

Any Parcel owned prior to the effective date of this amendment shall be exempt from any waiting period to lease until such time as the Parcel is sold and title has transferred to a third party purchaser. This exemption shall carry forward through the transfer of record title of any Parcel owned prior to Section 12(a) and (b)'s effective date which is transferred without consideration, such as by gift, estate, will and or trust. If a property is owned jointly or by tenants in common, a transfer of ownership for valuable consideration by one or more of the owners exclusively to the remaining owner or owners, including situations of dissolution of marriage shall also be exempt.

(b) Length of Ownership

Unless otherwise subject to the exemption found in subsection (a) above, no Parcel may be leased until such time as the fee simple owner of the Parcel including those in the chain of title to which the Parcel may be transferred without consideration, such as by gift, estate, will and or trust, has owned the Parcel for a minimum of twelve (12) months (the "waiting period"). If a Parcel is transferred subject to an existing lease, then the waiting period shall begin when the tenant vacates the Parcel or fails to renew the lease.

(c) No Fractional Rental/Owner's Payment of All Monetary Obligations to Association prior to Lease.

Any Parcel leased must be rented in its entirety and no fraction or portion may be rented. No Parcel may be leased until the Owner satisfies all monetary obligations due the Association, including payment of all assessments, fines and attorney's fees and related charges.

(d) Instrument in Writing/Application and Fee/Background Checks for Leases and Resales

All leases shall be in writing. Complete copies of all leases and contracts for

purchase and sale of any Parcel along with an application for approval on a form provided by the Association accompanied by the application fee as the Board may determine from time to time shall be delivered to the Board of Directors of the Association no less than thirty (30) days prior to the date of occupancy of the tenant or the date of transfer upon sale along with additional sum(s) required by the Board for a criminal and financial background check on each adult occupant (married couples are considered one person) by a provider of the Association's choice.

The information sought on the application will include at least the following: the names, current addresses and contact numbers of all proposed adult occupants authorized to possess the Parcel under the terms of the proposed lease; three credit references of the primary tenant including addresses and contact numbers at least one of which shall be a bank; the names and ages of all minor occupants; information related to any pets; and, information regarding all vehicles which the proposed occupants will be keeping on the Parcel. Further, the Owner making application for a lease approval shall also provide a listing of the names, addresses and contact numbers of the persons that will be maintaining the leased premises during the duration of the proposed lease including, without limitation, those responsible for pest control and/or pool maintenance, if any.

(e) Association's Right to Withhold Approval or Limit Renewal of Lease or to Prohibit Transfer

The Association will conduct an in-person interview with all prospective lessee(s) or purchaser(s) prior to occupancy. No lease or resale shall be effective prior to written approval by the Board of Directors or its delegee and the tenant, purchaser and all other occupants shall not take possession of the Parcel until written approval is given. If at any time prior to the effective date of the lease or to the expiration of any extension of the term of any existing lease or the date of the closing of any resale, the Board determines that the tenant(s)', purchaser(s)', or any occupant(s)', background, conduct or maintenance of the Parcel would make the initial lease or any renewal or extension of the lease or the transfer of title to the prospective purchaser undesirable to the health, welfare, safety, order or aesthetics of Mizner Pointe, the Board shall notify the Owner and he/she shall not be permitted to effectuate the initial lease or renew or extend the term of the lease with that tenant and/or one or more of the occupants related to the lease under review or shall not be permitted to close on the transfer title upon resale. Approval of any lease, tenant, purchaser and/or occupant shall not be unreasonably withheld.

Without limitation, grounds for disapproval may consist of any of the following considerations: 1) any occupant has been convicted of a crime involving violence to persons or property, dishonesty or moral turpitude; 2) the application on its face or the conduct of an occupant indicates an intent to act in a manner inconsistent with the Association's Governing Documents and/or its rules and regulations; 3) an occupant has a history of disruptive behavior or disregard for the rights and property of others by his or her conduct in other residences, social organizations or associations; or, 4) an occupant has materially misrepresented any fact or information provided in the application or during any other part of the screening process.

(f) Minimum Lease Term

All leases shall be for a term of not less than twelve (12) consecutive months. No Owner may rent a Parcel more than once in a twelve (12) consecutive month period. Subleasing is prohibited.

(g) Association's Right to Terminate Lease

Any Owner leasing his, her or its Parcel is ultimately responsible for assuring that those subject to the terms of the lease comply with all of Mizner Pointe's restrictive covenants. All leases shall provide, or if not expressly provided then will be deemed to provide, that the Association shall have the right to terminate the lease for cause, including repeated violations by the tenant or any other member of the tenant's household in their compliance with any of the provisions of the Declaration, the Articles of Incorporation, the By-Laws or any rule or regulation or of any statute, agreement, document or instrument governing the Parcels, each and every provision of which shall be deemed incorporated into any lease as if fully reprinted therein. The failure of any Owner to restore compliance within ten (10) days following receipt of a written demand from the Association shall entitle the Association to take any and all actions necessary to restore compliance against the Owner and all lessee/occupants. All expenses incurred by the Association in enforcing its remedies hereunder, including its attorney's fees incurred pre-suit through any and all appeals, shall be paid by the Parcel Owner. If unpaid through thirty (30) days following the Association's written demand for payment, the Association may seek collection of all sums due hereunder as it would any other monetary obligation.

(h) No Short-Term, "Sober Home" or "Section 8" Housing

No bed and breakfast facility, short-term "AirBNB," "Adult Congregate Living Facility" housing, so-called "sober home," or any other form of group home involving persons unrelated to each other by blood or marriage, may be operated out of a Parcel under any circumstances. No lease or tenancy the rent for which is subsidized in whole or part by any governmental agency or by any organization on behalf of any governmental agency, including commonly called "Section 8" housing (Section 8, Housing Act of 1937/42 USC Section 1437f—Low-Income Housing), shall be permitted in Mizner Pointe. Any such tenancies shall be considered a violation of this Declaration by the Owner and all occupants of the leased Parcel; shall subject the occupants to eviction by the Association in accordance with Section 720.305(1) as amended from time to time and other relevant provisions of Florida law; and, shall subject the Owner to fines and any other appropriate remedies. Any and all reasonable attorney's fees and costs incurred by the Association in enforcing these prohibited forms of rental or housing and imposing any remedy shall be the responsibility of the Owner of the Parcel and be collected as any other monetary obligation due the Association.