

This Instrument Prepared by and Return to:
Justin M. Smith, Esq.
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1500 W. Cypress Creek Rd., Suite 408
Fort Lauderdale, FL 33309
(954) 486-7774

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR
REGENCY AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium for **REGENCY AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.**, as originally recorded at Official Records Book 5315, at Page 312, et. seq. of the Public Records of Palm Beach County, Florida, and as subsequently amended from time to time, were duly adopted at a meeting of the Voting Members conducted on June 22, 2020, in the manner provided in the documents.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of July, 2020, at Boca Raton, Palm Beach County, Florida.

WITNESSES

Sign
Print

Sign
Print

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me this 20 day of July 2020 by TIM ANDERSON as President of **Regency at Boca Pointe Condominium Association, Inc.**, a Florida not-for-profit corporation.

☒ Personally Known
☐ Produced Identification
Type of Identification

**REGENCY AT BOCA POINTE
CONDOMINIUM ASSOCIATION, INC.**

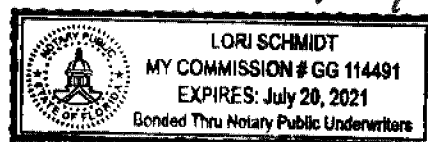
By: Timothy Anderson
President

NOTARY PUBLIC - STATE OF FLORIDA

Sign: Lori Schmidt

Print: Lori Schmidt

My commission expires: 7/30/21



REGENCY AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.
PROPOSED AMENDMENT LANGUAGE SHEET

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED ~~THROUGH~~ WITH HYPHENS. LANGUAGE APPEARING WITHOUT UNDERLINING OR STRIKETHROUGH IS EXISTING TEXT AND REMAINS UNCHANGED.

PROPOSAL 1: AMEND ARTICLES 1, 2, 13, AND 18 OF THE DECLARATION OF CONDOMINIUM FOR REGENCY AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC., AS FOLLOWS:

1. Submission Statement and Phasing Plan

A. Submission Statement. Regency Developers, a Florida general partnership (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Palm Beach County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon, and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as REGENCY AT BOCA POINTE, A CONDOMINIUM (the "Condominium"). The Association is governed by the provisions of the Condominium Act (Chapter 718, Florida Statutes) as it may be amended or renumbered from time to time. Notwithstanding any provision of the Association's governing documents to the contrary, including, but not limited to, this Declaration, the Articles of Incorporation, and By-Laws, the Association hereby adopts by reference all current provisions of Florida Statutes including, but not limited to, Chapter 718, governing Condominium Associations, as they exist as of the date of the recording of this amendment, as well as, all future amendments to Florida Statutes – it being the intent of the Association to be governed by all current provisions of Florida Statutes, as amended or renumbered from time to time.

2. Definitions

As used herein and in the Bylaws attached hereto and in all amendments there, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), as same may be amended and/or renumbered from time to time. ~~in effect on the date of recordation of this Declaration of Condominium.~~

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13. Assessments: Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the Condominium. A unit owner, regardless of how title is acquired, including, but not limited to, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is ~~except as provided in Article 14 below, shall be liable for all assessments coming~~

due while the owner of a Unit. ~~In a voluntary conveyance, the grantee shall be~~ **and is additionally** jointly and severally liable with the ~~grantor~~ **prior Unit Owner** for all unpaid assessments **and all other amounts due to the Association up to the time of the transfer of title to the Unit.** ~~against the latter for the latter's share of the common expenses up to the time of such voluntary conveyance.~~

...

~~I. Where the mortgagee of any mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure of the mortgage, such acquiror of title, acquiror's successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Unit or chargeable to the former unit owner of such Unit which came due prior to acquisition of title as a result of foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the mortgage.~~ **In the event that an Institutional Lender obtains title to a Unit as a result of a foreclosure or a deed in lieu of foreclosure of a first mortgage recorded prior to the date of recording this amendment, such institutional lender, its successors or assigns shall not be liable for the share of Assessments pertaining to such Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Unit in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.** Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror **Institutional Lender acquiring title** shall be liable for ~~acquiror's~~ **its** share of common expenses or assessments attributable to ~~acquiror's~~ **its** Condominium Unit from the date of acquiring said Condominium Unit. **Notwithstanding the foregoing, the rights of any and all Institutional Lenders holding first mortgages on any Units in the community recorded on or after the date of recording this amendment in the Official Records of Palm Beach County, Florida, and the liability for unpaid assessments in the event of foreclosure or deed in lieu of foreclosure shall be determined in accordance with the provisions of Chapter 718, Florida Statutes, as same may be amended or renumbered from time to time.** Except as provided in this Declaration, no unit owner may be excused from the payment of unit owner's proportionate share of the common expenses of the Condominium unless all unit owners are likewise proportionately excused from such payment.

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18. Conveyances, Sales, Rentals, Leases and Transfers

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale, leasing, rental and transfer of Units, by any Owner other than the Developer, shall be subject to the following provisions. **Accordingly, no Unit Owner may sell, devise, inherit, transfer, permit the occupancy of, take ownership to, or mortgage a Unit except by complying with the provisions of this Article 18, which includes, but are not limited to, obtaining the prior written approval of the Board of Directors.**

A. Conveyance, Sales and Transfers – Prior to sale, conveyance or transfer of any Condominium Unit to any person or artificial entity, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days from the receipt of said notification, the Board of Directors of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. ~~In the event the Board of Directors shall fail to approve or disapprove the proposed sale within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.~~

In the event the Board of Directors disapproves the proposed sale and if the Unit Owner, whwritten notice to the Secretary of the Association of Unit Owner's intention to sell on a certain date, together with the price and the other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase the Unit at the price and on the terms contained in the notice, provided the member so notifies the Secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale and deposits with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit Owner. In the event no members of the Association exercise this first right to purchase as aforedescribed, then the Association may, but is not obligated to ~~must either approve the transaction or~~ furnish a purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale, notifies the Unit Owner that a purchaser has been furnished and that said purchaser has deposited ten prevent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit Owner giving notice to consummate the sale with whichever of the accepting members the Unit Owner giving notice chooses.

~~In the event the Unit Owner giving notice receives no written notice form any member of the Association accepting the price and terms of the proposed sale on or before ten (10) days before the date given in the notice as the date of sale, then the Unit Owner may complete the sale on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title ad interest in the Unit to the member or members making the redemption.~~

An affidavit of the Secretary of the Association stating that the Board of Directors has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be conclusive evidence of such fact.

~~An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale and that the Board of Directors disapproved or failed to act on such proposed sale, ad that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to a particularly names persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purposes of determining the status of the persons to whom such Unit is sold. Such affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but 120 days after the date of the notice to the Board of Directors, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.~~

B. Rental or Lease – No Condominium Unit shall be leased or rented without prior written approval of the Board of Directors ~~which approval shall not be unreasonably withheld~~. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a one month period without the prior written approval of the Association, nor shall any transient accommodation be provided.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any liability or obligation under this Declaration and all leases shall be subject to the terms of this Declaration and rules and regulations which may, from time to time be promulgated in the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease.

Each lease shall further provide that same may not be altered, modified or amended without prior written consent of the Board of Directors of all occupants of the Condominium Unit.

Completely apart from and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any part without first giving the Association notice in writing of such lease, as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of Owner's Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing and sent by certified mail to said Unit Owner within fifteen (15) days from receipt by the Association of the Unit Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then, upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease agreement and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Unit Owner, exercise its right of first refusal herein granted, the Unit Owner may lease the Condominium Unit to the proposed lessee, providing that the Association has approved the lessee, as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. Corporate Purchaser and Lessee – the purchaser or lessee is a corporation or other artificial entity, the approval may be conditioned upon the approval by the Board of Directors of all occupants of the

D. Transfer in Event of Death In the case of the death of the Owner of a Condominium Unit, the surviving spouse, if any, and if no surviving spouse, the other member or members or such Owner's family, **rightfully residing and occupying said Unit with the approval of the Association,** with the Owner at the time of the Owner's death, may continue to occupy the said Condominium Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Condominium Unit, the ownership thereof shall be transferred by legal process to such new Owner **upon approval by the Association as set forth herein.** In the event said decedent shall have conveyed or bequeathed the ownership of decedent's Condominium Unit to some designated person or persons other than the surviving spouse or members of decedent's family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Unit, or if under the laws of descent and distribution of the State of Florida the Condominium Unit descends to some person or persons other than his surviving spouse or members of decedent's family as aforescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Unit. If the Board of Directors of the Association shall consent, ownership of a Condominium Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Condominium Unit, subject to the provisions of this Declaration and the Bylaws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity, during the thirty (30) days next after said abovementioned thirty (30) days, to purchase ~~or to furnish a purchaser, for cash, for~~ the said Condominium Unit, the purchase price to be determined by an appraiser appointed by a senior judge of the Circuit Court in and for Palm Beach County, FL upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the

deceased Unit Owner out of the amount realized from the sale of said Condominium Unit. In the event the then members of the Association do not exercise the privilege of purchasing ~~or furnishing a purchaser of~~ said Condominium Unit within such period, and upon such terms, the person or persons so designated may ~~take title to the Condominium Unit; or such person or persons or the legal representative of the deceased Unit Owner may~~ sell the said Condominium Unit; but such sale shall be subject in all other respects to the provisions of this Declaration and the Bylaws of the Association.

E. Mortgage – No Unit Owner may mortgage Unit Owner's Unit or any interest therein without the approval of the Associations, except to an Institutional Mortgagee ~~or purchase money mortgagee or to the Developer~~. The approval of any other mortgagee may be upon conditions determined by the Associations or may be arbitrarily withheld.

F. General Provisions – Any sale, mortgage, lease, devise, inheritance, or transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

The foregoing provisions of this Article shall not be applicable to transfer or lease ~~by a Unit Owner to any member of the Unit Owner's immediate family (i.e., spouse, children or parents); or, if a Unit is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant.~~ The foregoing provisions of this Article shall also not be applicable to transfer of Units from (1) ~~trustee to its beneficiary, (2) a beneficiary to its trustee and (3) a Unit Owner to a corporation where the Unit Owner is a principal shareholder.~~

G. Approval and Disapproval by the Association - To facilitate the informed Approval or Disapproval by the Board of Directors of a proposed sale, occupancy or other transfer of a Unit, information reasonably required by the Board of Directors shall include, but shall not necessarily be limited to, credit, criminal, civil, driver's license, residency, and sexual predator records. In addition, the Board of Directors may require an in-person interview as a condition of approval. In addition to the foregoing, the Board of Directors shall have the right, but not the obligation, to request and obtain from any applicant such additional information as may be deemed in its sole discretion and judgment to be appropriate in connection with its review of an application for purchase, other transfer or occupancy. Any application for approval shall not be deemed complete until any and all information reasonably requested by the Board has been provided from sources reasonably acceptable to the Board under the circumstances, and the screening fee, if applicable, has been paid.

The Board of Directors may, in its sole discretion and judgment, waive or amend any documentary requirement based upon jurisdictional availability or non-availability as applicable, provided in the Board of Directors' sole judgment and discretion that such waiver or amendment will not unreasonably impair "meaningful review" and/or "informed consideration" of the application and applicant(s). It is acknowledged that in certain situations and circumstances, it may be difficult and/or cost-prohibitive for the Association to obtain information sufficient to allow the Board of Directors to meaningfully review a proposed transaction or occupancy. In such circumstances, the Board of Directors is authorized to require an applicant to provide such information from a source deemed reliable in the sole discretion of the Board of Directors, at the applicant's own expense. Such information may include, but may not be limited to international background checks. Notwithstanding the foregoing, in the event that despite a good faith effort by the Association, the applicant(s) fail to respond to the Association's reasonable request for additional information and/or fail to timely provide reasonably sufficient information, documentation and/or timely responses to the Association sufficient for the Board of Directors to make a "meaningful review" and/or "informed consideration" of the application or any applicant, the application shall be deemed disapproved for good cause.

The Board of Directors may confer freely with counsel in reaching its decision with regard to approval or disapproval of any sale, other transfer or occupancy of a Unit. If the Association shall

disapprove a sale, transfer of ownership or the leasing or occupancy of a Unit, the sale, transfer or occupancy shall not be consummated, and the Association shall have no obligation to provide a substitute transferee or occupant. The following factors may be considered in determining good cause for disapproval:

- A. The application for approval on its face, or subsequent investigation thereof, indicates that any of the persons seeking approval intends to act in a manner inconsistent with the covenants and restrictions applicable to the Association.
- B. The person seeking approval has been arrested for or convicted of a felony crime involving violence to persons, demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any other felony; or the person is required to register as a Sexual Offender or Predator;
- C. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, bad debts, poor credit rating or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;
- D. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by conduct in other social organizations or associations, or by conduct in this Association as a tenant, occupant, guest or Owner;
- E. The person seeking approval or the Unit Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the approval fee or security deposit, or payment has been dishonored; or has not agreed, failed to provide, or refused to release to the Association the background investigation.
- F. All Assessments and other charges against the Unit have not been paid in full, or the Unit has outstanding violations previously noticed to the Owner that remain uncured.
- G. Without limiting or altering the above, the person seeking approval has failed to meet any of the requirements set forth in this Declaration, or is otherwise unqualified due to any of the provisions of this Declaration, or any other applicable law.

The terms of this Article 18 shall not apply to or otherwise serve to limit the rights of the Association to lease Units it has acquired title to through lien foreclosure actions or deeds in lieu of foreclosure.

Except as stated above, all other provisions of the Declaration of Condominium remain unchanged and of full force and effect.