

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499



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**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF BOCA TEECA CONDOMINIUM NO. 9**

**I HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as amendments to the Declaration of Condominium of Boca Teeca Condominium No. 9 and the Bylaws of Boca Teeca Condominium No. 9, Inc. The Declaration Condominium of Boca Teeca Condominium No. 9 of is recorded in Official Records Book 3199, at Page 1926, of the Public Records of Palm Beach County, Florida.

DATED this 4th day of October, 2018.

WITNESSES

BOCA TEECA CONDOMINIUM NO. 9, INC.

[Signature]  
Signature

JOHN T CAMBIA  
Print Name

[Signature]  
Signature

TRACY L. RICHARDSON  
Print Name

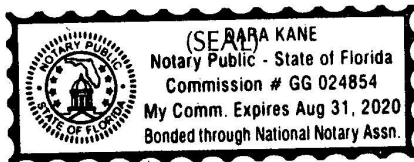
By: [Signature]  
\_\_\_\_\_, President  
JAMES D RICHARDSON

By: [Signature]  
\_\_\_\_\_, Treasurer  
BARBARA K. CAMBIA

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 4th day of October 2018, by James D Richardson as President, and Barbara K Cambia, as Treasurer, of Boca Teeca Condominium No. 9, Inc., who are Personally Known [ ] or Produced Identification X

Type of Identification Produced: FULL  
[Signature]  
NOTARY/PUBLIC, State of Florida at Large



AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
BOCA TEECA CONDOMINIUM NO. 9

**1. Article VII, Section 5, of the Declaration of Condominium of Boca Teeca Condominium No. 9 (the "Declaration") is amended to read as follows:**

No unit owner shall lease or rent his/her condominium unit (which means the unit, together with the undivided share in the common elements, and the right to use limited common elements, if applicable, and the assigned right to a parking space and storage space which are appurtenant thereto) during the first twelve months of their ownership. Notwithstanding the foregoing, a unit owner who acquires title to their unit subsequent to the recording date of this amendment, cannot lease or rent their condominium unit during the first twenty-four (24) months of their ownership, which commences upon the date title to the unit is acquired. In the event the instrument of conveyance is recorded subsequent to the date title to the unit is acquired, then the twenty-four (24) month period is extended so that it terminates twenty-four (24) months subsequent to the recording of the instrument of conveyance. The Association must disapprove any lease or proposed lease, if approval would result in the lease commencing less than twenty-four (24) months from the date title to the unit is acquired or the recording of the instrument of conveyance, whichever is later. In the event ownership of a unit is transferred subject to a lease, the term of which extends beyond the date of transfer of ownership (a "preexisting" lease), the pre-existing lease cannot be renewed or extended and, upon termination of the pre-existing lease, the unit owner cannot lease and leasing is prohibited for the twenty-four (24) month period commencing upon the termination date of the pre-existing lease. Should the unit owner wish to sell, lease or rent his condominium unit, he shall, before making or accepting any offer to sell, purchase lease or rent his Condominium unit, deliver to the Board of Directors, at the office of the Association, a written notice of his intent to sell, lease or rent, which notice shall contain the terms of the offer he has

received, which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or tenant. The Board of Directors, within ten (10) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Association, one or more persons then condominium unit owners, or any other person or persons satisfactory to the Board of Directors who is willing to purchase, will lease or rent upon the same terms as those specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice designating such person sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Board of Directors to designate such person or persons within said ten-day period, or failure of such person or persons to close within said second fifteen-day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in this notice, and may sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his original notice was given. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a commingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee.

In the case of a sale of the Condominium unit, the Board of Directors shall give to the Condominium unit owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the unit. The unit owner shall have no right to sell, lease, or rent his interest, or any part thereof, except as expressly provided for herein. There shall be no sub-leasing or sub-renting of units, or any interest therein. No individual rooms may be rented and no transient tenants may be accommodated. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, and the provisions of the Condominium Act.

Any attempt to sell or rent a Condominium unit, without compliance with the provisions of this Article shall be deemed a breach of this Declaration, and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Notwithstanding anything to the contrary contained herein, no unit may be leased for a term of less than three (3) months, and a unit may not be leased more than twice in any twelve (12) month period. All leases shall be in writing and the Association may require that a uniform form of lease be used.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.