



This instrument was prepared by:
KAYE BENDER REMBAUM, P.L.
Andrew B. Black, Esq.
1200 Park Central Boulevard South
Pompano Beach, Florida 33064

CFN 20120351010
OR BK 25434 PG 0130
RECORDED 09/06/2012 10:20:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0130 - 134; (5pgs)

This is not a Certified Copy

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
ISLES OF BOCA CONDOMINIUM, SECTION I**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Isles of Boca Condominium, Section I, as described in Official Records Book 4899 at Page 59 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of AUGUST, 2012, at _____, Palm Beach County, Florida.

By: Alan J. Mayer
Print: ALAN J. MAYER
Attest: Sharon Demic
Print: SHARON DEMIC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of Aug., 2012 by Alan Mayer as President and _____ as Secretary of Isles of Boca Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Joan Gregory
print JOAN GREGORY
State of Florida at Large

My Commission Expires:



AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR
ISLES OF BOCA CONDOMINIUM, SECTION I

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

6. Conveyances, Sales, Rentals, Leases and Transfers:

. . .

B. Rental or Lease: A Condominium Parcel shall not be leased or rented without the prior written approval of the Association, as provided for herein. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

(i) ~~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 obligation under this Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.~~

(ii) ~~Independent of 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 of 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 party 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 his said 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 Owner within fifteen (15) days from receipt by the Association of the 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 and shall consummate said lease, all on the same 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 Owner, exercise its right of first refusal herein granted, the Owner may lease the Condominium Unit to the proposed lessee, provided 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 the Board of Directors.~~

(iii) Notice to Association-Lease. Any Owner intending to make a bona fide lease shall give notice to the Board of such intention, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may require, which may include a personal interview with the prospective lessee at the discretion of the Board. In addition, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the common elements or Association property. If the Board requires a transfer fee, a security deposit, and/or an interview, no application for lease shall be considered complete without the payment of the transfer fee, the security deposit, the interview, as well as the delivery of such other information that may be required by the Board. An Owner may only lease his or her Unit one (1) time in any twelve (12) month period, with such lease being required to have a term of one (1) year. The subleasing of Units is strictly prohibited. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the leasing of Units.

(iv) Election of Association-Lease. Notwithstanding anything to the contrary contained herein, if the proposed transaction is a lease, then, within thirty (30) days after receipt of notice and other supplemental information required by the Association, the Association

must either approve or disapprove the proposed lease. The foregoing thirty (30) day time-period shall not commence until completed application materials are received by the Association. If the lease is disapproved, the lease shall not be made.

(v) Moratorium on Leasing. Upon the effective date of this amendment, no Unit shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the Unit is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Unit shall not be leased for the next twelve (12) month period. This Section shall not apply to any Unit owned by the Association.

(vi) Maximum Number of Leased Units. Notwithstanding anything in this Declaration to the contrary, upon the effective date of this amendment, only a maximum total of twenty-two (22) Units may be approved by the Association to be leased at any time. The Association shall maintain a written registry of Owners desiring to lease. Names shall be added on a first-come, first-serve basis, and the Board, in its sole discretion, reserves the right to promulgate additional rules and regulations regarding the written registry, including, without limitation, requiring an Owner on the written registry to submit a copy of a proposed lease agreement within a designated time-frame and, if such Owner fails to timely submit a proposed lease agreement, the Board may allow another Owner on the written registry an opportunity to lease his or her Unit. If a proposed lease would result in the total number of Units leased exceeding the maximum permissible number of twenty-two (22) Units, the Association may disapprove the proposed lease without any further obligation to the Owner. If requested by the Owner, the Board of Directors, in its sole discretion, may provide for an exception and increase the total number of units to be approved to be leased, however, such exception will only be considered by the Board if the requesting Owner has been a record title holder of his or her Unit for five (5) or more years from the date his or her application for approval is submitted. This Section shall not apply to any Unit owned by the Association.

(vii) Renewal of Leases/Termination. The renewal of any lease of a Unit, including the renewal of leases in existence at

the time of the effective date of this amendment, shall be considered to be a new lease subject to the terms of this Article 16, Section B of the Declaration, and all other terms of the governing documents and the rules and regulations of the Association. Notwithstanding the above, the renewal of a previously approved lease shall not be subject to a transfer fee, nor shall it be considered a new lease for purposes of tallying the permissible maximum number of Units that may be leased at any time, unless such renewal includes any new occupants. Further, in the event an existing lease is terminated or expires, and the Owner desires to lease his or her Unit to any new occupants, such lease will be considered a new lease for the purposes of tallying the permissible maximum number of Units that may be leased at any time.

(viii) Guest Occupancy. Notwithstanding anything to the contrary contained herein or the rules and regulations of the Association, a Guest shall not be permitted to occupy a Unit longer than thirty (30) cumulative days in any twelve (12) month period. Any further occupancy shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the required application for approval, and be approved for occupancy, as provided for herein.

For purposes of this section, "Guests" shall include any person present in any Unit or any portion of the Common Elements or Condominium Property, other than the owner, the members of the owner's immediate family permanently residing with him/her in the Unit, and any tenant(s) under an approved lease. For the purposes of this section, "immediate family" is defined as the parents, children, brother, sister, grandparents, and/or grandchildren of the owner(s), and the respective spouses of the foregoing persons.