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WILL CALL #109

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

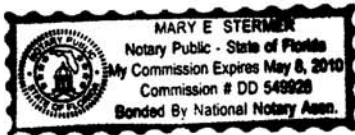
WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium for Isles of Boca Condominium, Section I, as described in Official Records Book 4899 at Page 59 of the Public Records of Palm Beach County, Florida, were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of August, 2008, at 6001 SW 18th St, Palm Beach County, Florida.

By: [Signature]  
Print: IRA JACOBSON  
Attest: [Signature]  
Print: JAYNE REMER

STATE OF FLORIDA  
COUNTY OF PALM-BEACH

The foregoing instrument was acknowledged before me this 22 day of August, 2008 by Ira Jacobson as President and Jayne Remer as Secretary of Isles of Boca Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:  
sign [Signature]  
print Mary Stermer  
State of Florida at Large

My Commission Expires: May 8, 2010

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

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

4. DEFINITIONS. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of Isles of Boca ~~Condominium, Section I~~ Association, Inc., shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires:

. . .

(b) "Association", "Condominium Association" or "Corporation" means Isles of Boca ~~Condominium, Section I~~ Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

(c) "Board of Administration" or "Board of Directors" or "Board" means the Board of Directors of Isles of Boca ~~Condominium, Section I~~ Association, Inc., which Board is responsible for the administration of the Association.

. . .

(o) "Member" means an Owner or Co-Tenant who, or which is a member of Isles of Boca ~~Condominium, Section I~~ Association, Inc.

. . .

10. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the

corporation to conduct the affairs of the Condominium shall be the Isles of Boca ~~Condominium, Section I~~ Association, Inc. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" and made a part hereof and a copy of the Bylaws of the Association are attached hereto as Exhibit "E" and made a part hereof.

...

The Condominium Association shall be a member of Isles of Boca ~~Homeowners~~ Association, Inc., pursuant to the Declaration of Protective Covenants and Restrictions of Isles of Boca.

...

(e) The power to make and collect Assessments assessed by the Condominium Association and collect from Unit Owners all assessments assessed by the Isles of Boca ~~Homeowners~~ Association, Inc. in accordance with the Declaration of Protective Covenants and Restrictions and the Exhibits thereto and arranging for the payment of such assessments to the Isles of Boca ~~Homeowners~~ Association, Inc.

...

15. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration and the Declaration of Protective Covenants and Restrictions for ISLES OF BOCA ~~Homes~~ every Condominium Parcel Owner shall:

(a) Not use or permit the use of his Unit for any purpose other than as a family residence and maintain his Unit in a clean and sanitary manner. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit;

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(ii) the business activity conforms to all zoning requirements for the Properties and applicable city ordinances; (iii) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section.

...

(b) Not keep pets or other animals in his Unit or within the Common Elements unless prior written approval of the Board of Directors of the Association or the Declarant is obtained. It is the intent of the Declarant and the Association that said written approval will not be withheld for small dogs and cats. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such an event the Unit Owner will be required to be sure that the animal is always kept on under a leash and within the complete control of the person holding the leash when outside the Unit or within a cage. In no event shall the animal be a nuisance or disturbance of any kind or nature. In the event written approval as aforescribed is obtained, then and in such an event such approval will be subject to the Rules and Regulations established from time to time by the Association. No animal may be left outside of the Unit without the Unit Owner or an occupant of the Unit being present outside of the Unit with the animal at all times.

...

(l) Front Walkway Beds. Front walkway beds are defined as the area between the walkway from the driveway into the Unit and the wall of the Unit in which the Owner resides. Owners shall be permitted to plant within the front walkway beds, with the prior written approval of the Architectural Control Committee (“ACC”) or the Board of Directors. Owner shall be responsible for the maintenance of all landscaping which Owner plants in the front walkway bed. However, any sprinkler or other irrigation work required for the landscaping within the front walkway beds shall be provided by the Association at the Owner’s sole expense. Should Owner fail to properly maintain their landscaping in the front walkway bed to the satisfaction of the Board of Directors, in its sole discretion, after written notice of not less than seventy-two (72) hours, the Association may attend to the maintenance of the front walkway bed, including the removal of the landscaping. Should an Owner plant within the front walkway bed without receiving the required prior approval of the ACC or the Board of Directors, the Board, in its sole discretion, after seven (7) days written notice to Owner, may remove the landscaping from the front walkway bed and replace it with approved landscaping. Any expense incurred in the performance of any maintenance or replacement of the landscaping within the front walkway beds, or any expense incurred with the irrigation of the front walkway bed, shall be deemed to be a special assessment against the Owner of the Unit, collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

Any Units that share an area between the walkways of the Units (the “landscape area”) shall share equally the responsibility for the landscaping of that area. The owners of each of the Units which share the landscape area shall agree on the landscape to be placed therein and submit an ACC form, signed by both Owners to the ACC or the Board of Directors prior to undertaking the planting of any landscaping in the landscape area. The decision of plant material, expense of the landscaping and its maintenance will be shared equally by the owners of the Units which share the landscape area, unless the owners of the Units agree, in writing, to an unequal division of expenses and/or maintenance, which writing shall be provided to the Association. Should the Owners fail to plant within the

landscape area, or plant within the landscape area without receiving the required prior approval of the ACC or the Board of Directors, or fail to properly maintain the landscaping, the Board, in its sole discretion, after seven (7) days written notice to the Owners, may landscape the landscape area, remove the unauthorized landscaping from the landscape area and replace it with approved landscaping, or properly maintain the landscaping. Any expense incurred in the performance of any maintenance or replacement of the landscaping within the landscape area, shall be deemed to be a special assessment against the Owners of the Units, collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

(m) Back Patio. Owner is required to maintain their back patio area, including, but not limited to, weeding, ensuring a level surface (i.e. no sinkholes), and cleaning of all debris. The back patio is not permitted to be used as a storage area. Whether the items located on the back patio are in violation of this section shall be in the sole discretion of the Board of Directors, whose determination shall be final. As part of such maintenance, all back patios must be buffered as follows: (1) on all center units, the back side of the patio must be buffered with landscaping approved by the Architectural Control Committee ("ACC") or the Board of Directors; (2) on all corner units, the back side of the patio and the side that does not adjoin the adjacent unit must be buffered with landscaping approved by the Architectural Control Committee ("ACC") or the Board of Directors. Any sprinkler or other irrigation work required for the landscape buffering of the back patios shall be provided by the Association at the Owner's sole expense. Should Owner fail to properly maintain their back patio area to the satisfaction of the Board of Directors, in its sole discretion, after written notice of not less than seventy-two (72) hours, the Association may attend to the maintenance of the back patio area. Should an Owner buffer the back patio without receiving the required prior approval of the ACC or the Board of Directors, the Board, in its sole discretion, after seven (7) days written notice to Owner, may remove the landscape buffer around the back patio and replace it with approved landscaping. Any expense incurred in the performance of such maintenance or replacement of the landscaping within the back patio buffer, or any expense

incurred with the irrigation of the back patio buffer shall be deemed to be a special assessment against the Owner of the Unit, collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

(n) Hurricane Shutters. Any owner desiring to install hurricane shutters on their unit must receive the prior, written approval of the Architectural Control Committee ("ACC") or the Board of Directors. Any shutter installation must be performed by a properly licensed and insured contractor with all required permits.

Properly approved and installed hurricane shutters may only be placed on the window (if hurricane panels) or closed (if accordion style) when a hurricane warning is issued for Palm Beach County or with written prior approval of the Board or Management Company. Such shutters must also be removed or opened within forty-eight hours after the passing of the hurricane or, in the event that electrical power is lost during the hurricane, then within seven (7) days after electricity has been restored to the unit. Should the Unit Owner fail to remove or open their shutters within the timeframe herein, the Association shall have the right, but not the obligation, to open the shutters, including the specific authority to enter the Unit, if necessary, to remove or open the shutters. Any such access to the Unit shall not be considered a trespass. Any costs incurred by the Association shall be deemed to be a special assessment against the Owner of the Unit, collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

All Unit Owners are expected to have taken proper preparation of their windows prior to the onset of a hurricane. No Unit Owner may use temporary material to cover their windows during a hurricane.

Should a Unit Owner attach any material to the Buildings, the Unit Owner shall be responsible to ensure the removal of the material within 48 hours of the passage of the storm or, in the event that electrical power is lost during the storm, then within seven (7) days after electricity has been restored to the unit. Should the Unit Owner fail to remove the material within

the timeframe provided herein, the Association shall have the right, but not the obligation, to remove the material. Only the Association shall undertake any necessary repairs to the Building caused by the attachment of the material. However, the expense to address any damage caused to the Building by the attachment of the material shall be the responsibility of the Unit Owner, deemed to be a special assessment against the Owner of the Unit, collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

In addition to the above, the Board of Directors may adopt additional rules and regulations regarding the installation and maintenance of hurricane shutters or other hurricane-related items including, but not limited to, generators, from time to time.

...

19. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents, rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Lot or Dwelling Unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of all of its costs and attorney's fees so incurred to bring about the compliance, from the Owner of the Lot or Dwelling Unit, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

If the Association is required to engage the services of an attorney to defend itself against the filing of any claim by a unit

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owner, including, but not limited to, an administrative complaint, which is determined to be without merit, or to respond to written inquiries of unit owners that are of a nature that the Board determines the need for legal assistance, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the unit owner responsible for the incurrence of the expenses. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 13 hereunder. If the Association is required to address any issues, matters and/or inquiries raised by a unit owner that result in administrative costs and/or the engagement of the services of an attorney, or should the Association incur any costs or fees as the result of the interference of a unit owner in the normal operation of the Association, the Association shall be entitled to reimbursement of its costs and/or attorneys' fees so incurred from the unit owner responsible for the incurrence of the expenses as determined in the sole discretion of the Board.

This clause is not intended to restrict or limit the statutory rights of any unit owner, but to minimize the costs to the Association related to, but not limited to, any defense arising from the filing of any claim, administrative complaint or to respond to written inquiries of a unit owner.

As the costs and fees incurred by the Association are ultimately paid by the membership, and might result in a special assessment to cover same, the membership shall be called upon to determine the merit of the actions causing the incurrence of the costs and fees. The apportionment of the costs and fees to the unit owner responsible for the incurrence of the costs and fees shall be determined by plurality vote of the membership at a meeting called for this purpose at which a quorum is present. The unit owner responsible for the for the incurrence of the costs and fees will be provided the opportunity to present the rationale for their actions. The decision of the membership shall be final and binding upon the unit owner and Association. Regardless of any other quorum requirement found within the Articles of Incorporation or By-Laws of the Association, quorum for any meeting called to address this issue shall be 30% of the Membership.

The costs and attorneys fees so incurred or apportioned in this paragraph shall be deemed to be a special assessment against the unit and shall be collectible in the same fashion as any other assessment as provided in Article 13 hereunder.

...

23. Amendments. Except as otherwise provided by Florida Condominium Law pursuant to Chapter 718 and as otherwise stated in this Declaration, the By-Laws, and Articles of the Association, this Declaration of Condominium and the Articles and By-Laws of the Association may be amended in the following manner:

...

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise provided, in this Declaration, the By-Laws and Articles of Incorporation of the Association, such approvals must be either by:

(1) ~~Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association, or~~

(2) ~~Not less than seventy-five percent (75%) of the votes of the entire membership of the Association, or~~

(3) ~~In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.~~

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