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WILL CALL #109

This is a Certified Copy

**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR ISLES OF BOCA**

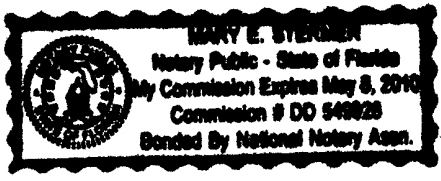
WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Protective Covenants and Restrictions for Isles of Boca, as described in Official Records Book 4899 at Page 1 of the Public Records of Palm Beach County, Florida, were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of August, 2008, at 6001 SW 8th St, Palm Beach County, Florida.

By: Alan Mayer
Print: ALAN MAYER
Attest: Jayne Remer
Print: JAYNE REMER

STATE OF FLORIDA
COUNTY OF PALM-BEACH

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



NOTARY PUBLIC:
Mary Stermer
sign _____
print Mary Stermer
State of Florida at Large

My Commission Expires: May 8, 2010

AMENDMENTS
TO THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR ISLES OF BOCA

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

ARTICLE I

DEFINITIONS

. . .

13. "Homeowners Association" means Isles of Boca Homeowners Association, Inc., a Florida corporation not-for-profit.

. . .

ARTICLE III

LAND USE CLASSIFICATIONS AND RESTRICTIONS;
ARCHITECTURAL CONTROL COMMITTEE

. . .

C. Additional Provisions for the Preservation of the Values and Amenities of Isles of Boca.

In order to preserve the values and amenities of Isles of Boca the following provisions shall be applicable to the Property.

. . .

5. Litter: In order to preserve the beauty of Isles of Boca, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed and covered containers, ~~dumpsters or other garbage collection facilities~~ deemed suitable by the Architectural Control Committee ~~and properly sized, closed plastic bags~~ for curb side pickup as required. No containers may be placed curb side prior to 6:00 p.m. the night before pickup and shall be brought back inside the same day as pick up. All containers, ~~dumpsters and other garbage collection facilities~~ shall be placed inside a Dwelling Unit so as not to be visible screened from

view outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. Should an owner fail to abide by the obligations contained herein with regard to the maintenance and/or location of their garbage container, Association may remove and dispose of the garbage container. Association shall not be responsible to owner for the cost to replace the garbage container, and the removal by the Association of the container shall not be considered a trespass, conversion or replevin of owner property. The determination as to whether the garbage container violates the standards of the Architectural Control Committee shall be made by the Board, which shall be final. Should an owner fail to abide by the obligations contained herein with regard to the placement of garbage, trash, refuse or rubbish curbside, instead of in a closed and covered container, without prior, written Board approval for such placement, the Board may, without further notice to the owner, authorize the immediate removal of the garbage, trash, refuse or rubbish curbside. The cost for such removal shall be deemed to be a special assessment against the Owner of the Dwelling Unit, collectible in the same fashion as any other assessment as provided in Article V hereunder. In addition to legal action to ensure future compliance, all owners are subject to a fine of \$50.00 per occurrence for failure to use an approved garbage container or for failing to adhere to the guidelines set forth herein for the curb-side placement and removal of the containers.

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11. No animal may be left outside of the Dwelling Unit without the Unit Owner or an occupant of the Dwelling Unit being present outside of the Dwelling Unit with the animal at all times.

12. Front Walkway Beds. Front walkway beds are defined as the area between the walkway from the driveway into the Dwelling Unit and the wall of the Dwelling 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 Governors. 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 Governors, 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 Governors, 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 Dwelling Unit, collectible in the same fashion as any other assessment as provided in Article V hereunder.

Any Dwelling Units that share an area between the walkways of the Dwelling Units (the "landscape area") shall share equally the responsibility for the landscaping of that area. The owners of each of the Dwelling 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 Governors 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 Governors, 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 V hereunder.

13. 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 Governors; (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 Governors. 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 Governors, 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 Dwelling Unit, collectible in the same fashion as any other assessment as provided in Article V hereunder.

14. 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 Governors. 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. 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 V hereunder.

All Unit Owners are expected to have taken proper preparation of their windows prior to the onset of a hurricane. Should a Unit Owner attach any temporary 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 V 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.

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ARTICLE VIII

GENERAL PROVISIONS

F. Enforcement

The covenants and restrictions herein contained or contained in any of the Isles of Boca Documents may be enforced by Developer, the Homeowners Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees. 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 V 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 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 V 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 V hereunder.

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L. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

~~1. Until the Turnover Date, all amendments or modifications shall only be made by the Developer without the requirement of the Homeowners Association's consent or the consent of the Owners, provided, however, that the Homeowners Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.~~

~~2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Owners of Contributing Units representing a majority two-thirds (2/3) of the voting interests present at the meeting, in person or by proxy, together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Homeowners Association called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Homeowners Association.~~

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