

Villa
Flora

CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS, BYLAWS FOR VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

FILE NUM 2012087439 OR BOOK/PAGE 25343/1777 DATE: 07/24/2012 13:58:17 Pgs 1777 - 1783 (7pgs)
Sharon R. Beck, CLERK & COMPTROLLER

THIS CERTIFICATE OF AMENDMENT is executed this 18 day of July, 2012, by VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS the Association has been established for the operation of the Villa Flora at Boca Pointe Homeowners Association, in accordance with the Declaration of Covenants, Conditions, and Restrictions and related documents which were recorded in Official Records Book 5708, Page 0519 of the Public Records of Palm Beach County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the eighteenth day of March, 2012 (the "Annual Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, an amendment to Witnesseth; Article VII, Section 7.5; Article VII Section 7.6; Article X Section 10.1, subsections "A" and "B"; Article XI Section 11.1 and 11.2 of the Declaration were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration all the proposed amendments to the Declaration of Covenants were approved.

NOW, THEREFORE, the Association does hereby state the following:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Deletions are indicated by ~~strikeout~~, additions by underlining.
3. Witnesseth Section of the Declaration is hereby amended as follows:

WITNESSETH:

WHEREAS, the DECLARANT, on the date hereof, is the owner of certain real property located in Palm Beach County, Florida, more particularly described as follows:

Phase II of Villa Flora at Boca Pointe, according to the Plat thereof, as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

WHEREAS, DECLARANT intends to convey the said real property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, DECLARANT hereby declares that all of the real property as hereinabove described (including but not limited to Parcels and Dwelling Units) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to those easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property and shall be binding upon all parties having and/or acquiring any right, title or interest in the development or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning an interest in the real property. This entire Declaration of Covenants, and all amendments hereof, is governed to the fullest extent of the rules and protections of Florida Statutes Chapter 720, as may be amended from time to time.

4. Article VII, Section 7.5 of the Declaration is amended as follows:

7.5 Lien for Assessments. The Association shall have a lien on each Dwelling Unit for any unpaid assessments, together with interest thereon against the owner of such Dwelling Unit, together with a lien on all real property, improvements and tangible personal property located upon or within said Dwelling Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior

mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Dwelling Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each Dwelling Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. Said lien shall be effective from and after the time of recording in the public records relate back to the date this Declaration was recorded in the Public Records of Palm Beach County, Florida, of a claim of lien stating the legal description of the Dwelling Unit, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

5. Article VII, Section 7.6 of the Declaration is hereby amended as follows:

~~7.6—Subordination of the Lien to Mortgages. The lien for assessments as hereinabove provided for shall be subordinate to and inferior to the lien of any institutional mortgage or mortgages. Sale or transfer shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit which is subject to the mortgage of an institutional lender, pursuant to a decree of foreclosure under such mortgage or any proceeding or deed in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer.~~

6. Article X, Section 10.1 Sections "A" and "B" of the Declaration is hereby amended as follows.

~~a. Sale. No Dwelling Unit Owner may dispose of a Dwelling Unit or any interest therein by sale without written approval of the Association, except to another Dwelling Unit Owner.~~

~~b. Lease. No Dwelling Unit Owner may transfer possession or otherwise dispose of a Dwelling Unit or any interest therein by lease without approval of the Association except to another Dwelling Unit Owner. In any event, no Dwelling Unit shall be leased more than twice in any one calendar year and for a period of time less than four months.~~

LEASES. No Unit Owner may dispose of a Unit or any interest therein by lease without the prior written approval of the Association. Notwithstanding any other provisions contained in this Declaration,

under no circumstances may any Unit Owner rent or lease his/her Unit during the first year of ownership of the Unit. The one (1) year period shall commence upon the recordation of a deed in the public records of Palm Beach County, Florida or the issuance of a certificate of title or other instrument evidencing acquisition of ownership. All leases or rental agreements must be in writing. All leases, addendums, and lease renewals shall be on forms approved by Association and shall provide and/or be deemed to provide that the Association shall have the right to terminate the lease and bring an action for eviction upon default by the tenant or other occupant of the demised Property in observing any of the provisions of this declaration, the Articles and By-Laws of Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by Association. Lending of Property shall be subject to the prior written approval of Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. The Association, in its sole discretion, may charge a reasonable fee to each applicant screened under this provision not to exceed one hundred dollars (\$100.00). All lease or rental agreements shall be for a term no less than 4 months and no greater than 12 months. No Owner may enter into more than one lease during any 12-month period of time irrespective of whether a tenant voluntarily vacated the Unit, has been removed through eviction proceedings or otherwise. Any and all lease renewals must be approved by the Association no less than 30 days prior to the anniversary of the lease. If the Unit Owner shall lease his Unit, he shall remain liable for the performance of all agreements and covenants in the governing documents, and shall be liable for the violations by his lessee of any and all use restrictions. The owner leasing his Unit, shall have the obligation and responsibility to advise the lessee of his Unit of all the Association's rules and regulations appertaining to the use of the Unit.

ASSIGNMENT OF RENTS BY DELINQUENT UNIT OWNERS. If the Association approves the proposed lease, and during the lease term the Owner becomes delinquent in the payment of an assessment, and/or other charge of any nature kind or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant. Such rental payments collected from tenant shall be collected and applied in accordance with the procedures established by the Board. Owner and Tenant each agree that Tenant shall pay to the Association, and not to Owner, all recurring installments of Rent owed to the Owner under said lease upon Tenant's receipt of the Association's written demand for

payment of Rent based on the delinquency of Owner's obligations to pay assessments to the Association. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the lease to the Association shall not constitute nonpayment of Rent under the lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligation to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to owner and/or Tenant as "landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes. Owner and Tenant acknowledge and agree that provision of this paragraph create only a facility of payment of Rent owed under the lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said lease.

SUSPENSION OF RIGHTS. In addition to all other remedies, the Association may suspend, for a reasonable period of time, the rights of any or all of an Owner or an Owners tenant, guests or invitees to use Association property and facilities up to and including the restriction of gate access to the entrance of the Association in accordance with Florida Statutes as amended from time to time, excluding Association property located on such Owner's lot, and/or may suspend the voting rights of an Owner if such owner is delinquent in payment of assessments for more than (90) days.

7. Article XI, Section 11.1 and Section 11.2

~~11.1—Dwelling Units are restricted to residential use by a single family. Nothing herein contained shall prevent ownership of Dwelling Units by a corporation or other business entity, or trustee; provided, however that the intended use by such Dwelling Unit Owner or occupant shall be consistent with this Declaration and that the required approvals as set forth in Article 10 hereof shall first be obtained.~~

OCCUPANCY. Each Unit shall be used as a single family residence only, and no commercial occupation or activity is permitted to be carried on in any Unit except as such occupation or activity is approved in writing by Association, in its sole discretion. Under no circumstance may more than one family reside in a Unit at one time. "Family" or words of similar import used herein shall be defined as two or more persons related by blood, marriage, legal adoption and/or unmarried couples. In no event shall occupancy (including the temporary occupancy by visiting guests) exceed two (2) persons per bedroom.

TEMPORARY UNIT OCCUPANCY BY GUESTS. The time restrictions for temporary guest occupants set forth in this Section shall not be construed to apply to close, blood relatives of the Owner (son, daughter, brother, sister, mother, or father) who may co-occupy the Unit with said Owner on an ongoing basis. A Unit Owner may allow guests to temporarily occupy the Unit on a limited basis and in conformity with the requirements set forth in this Section. Under no circumstance can a Unit Owner be compensated, whether monetarily or non-monetarily, for such temporary guest occupancy. The Unit Owner shall be responsible for any action and/or inaction of the temporary guest occupant and any and all violations of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations of the Association. Without intending to limit the foregoing, the Unit Owner shall be responsible for any and all damage done to Association property by the temporary guest occupant and shall be financially responsible for the repair and or replacement of any property damaged by said temporary guest occupant. During the absence of the Unit Owner(s), temporary guest occupant(s) may not occupy the Unit for more than thirty (30) calendar days in any given calendar year. During the continuing presence of the Owner, temporary guest occupant(s) may occupy the Unit for a maximum of forty-five (45) calendar days in any calendar year. In no event shall temporary guest occupant(s) occupy a Unit for more than forty-five (45) calendar days in any calendar year regardless of the presence and or absence of the Owner.

11.2 No commercial activity, trade or business shall be maintained upon any Dwelling Unit subject to the provisions in section 11.1 of this Declaration.

8. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this
18 day of July, 2012.

Witness

By: [Signature]
Print: ROBERT P. TAUBER JR

VILLA FLORA AT BOCA POINTE
HOMEOWNERS ASSOCIATION,
INC.

By: [Signature]
Print: AMANDA L. TAYLOR

By: [Signature]
Print: GAIL EHLICH
Title: President

By: [Signature]
Print: ROBERT P. TAUBER JR

(Acknowledgments continue on next page)

By: [Signature]
Print: DAVID M. LEONARD
Title: Secretary

By: [Signature]
Print: AMANDA L. TAYLOR

STATE OF FLORIDA
COUNTY OF Talm Beach

The foregoing instrument was acknowledged before me this 18 day of
July, 2012 by Gail Ehrlich as President and by
David Leonard as Secretary, respectively of Villa Flora at
Boca Pointe Homeowners Association, Inc., a Florida not for profit corporation, on
behalf of the corporation. They are personally known to me/have produced
as identification and did/did not take an oath

[Signature]
Signature of Notary

5-30-2013
My Commission Expires:





CFN 20100040618
 OR BK 23671 PG 1126
 RECORDED 02/01/2010 16:36:01
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1126 - 1130; (5pgs)

This instrument prepared by and return to:
 LARRY E. SCHNER, ESQ.
 750 So. Dixie Highway
 Boca Raton, FL 33432

**AMENDMENT
 TO THE RESTATED AND CONSOLIDATED
 DECLARATION OF COVENANTS, RESTRICTIONS
 AND PARTY FACILITIES
 FOR**

VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this ____ day of _____, 2009, by VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., ("VILLA FLORA") pursuant to the Restated and Consolidated Declaration of Covenants, Restrictions and Party Facilities recorded on June 18, 1984 in Official Record Book 4271, Page 0729, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article 17 of the Declaration of Covenants, Restrictions and Party Facilities ("Declaration") for VILLA FLORA authorizes the Declarant to amend the Declaration upon approval of two-thirds 2/3 of the Dwelling Unit Owners.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for VILLA FLORA.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article 17 of the Declaration as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"The Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities covenants, conditions, reservations, and restrictions of this Declaration may be amended from time to time only by the approval of sixty-six and 2/3 members voting at a meeting where a Quorum has been established. A Quorum consists of a minimum of thirty percent (30%) of all members attending the meeting either in person or by proxy (two-thirds 2/3 of the Dwelling Unit Owners, said approval to be evidenced by a Certificate to attest thereto and executed with the formalities of a deed, by the President or Vice President of the Association. Once the amendment has passed, it shall be recorded in Palm Beach County, Florida."

II. Except as amended and modified herein, all other terms and conditions of the Declaration for VILLA FLORA shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the approval of two-thirds 2/3 of the Dwelling Unit Owners.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for VILLA FLORA to be executed by the duly authorized officer, this 14 day of December, 2009.

WITNESSES:

VILLA FLORA AT BOCA POINTE
HOMEOWNER'S ASSOCIATION, INC.

Amanda Taylor
WITNESS
Amanda Taylor
(Print name)

BY: Gail Ehrlich
GAIL EHRlich, PRESIDENT
(Print Name and Title)

Scott Taylor
WITNESS
Scott Taylor
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 14 day of December, 2009, by Gail Ehrlich, President of Villa Flora at Boca Pointe Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 14 day of December, 2009.

Kristine Thompson
Notary Public
My commission expires:
5/30/2013





CFN 20080178364
 OR BK 22630 PG 1114
 RECORDED 05/09/2008 13:06:25
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1114 - 1116; (3pgs)

Prepared by:
 Jonathon S. Miller, Esq.
 Randall K. Roger & Associates, P.A.
 821 NW 53rd Street, Suite 300
 Boca Raton, FL 33487

CERTIFICATE OF AMENDMENT TO THE
 RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS
 AND PARTY FACILITIES OF PHASE I AND PHASE II OF VILLA FLORA AT BOCA POINTE

WE HEREBY CERTIFY THAT the attached amendments to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, as described in Official Records Book 5078, Page 519 of the Public Records of Palm Beach County, Florida, as amended from time to time, were duly adopted in accordance therewith.

IN WITNESS WHEREOF, we have affixed our hands this 25 day of March, 2008, at Boynton Beach, Palm Beach County, Florida.

By: Gail Gyllich, President

Attest: Alvin Fanchello, Secretary

STATE OF FLORIDA
 COUNTY OF PALM BEACH

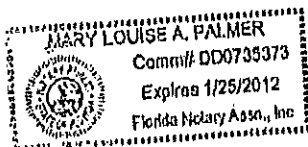
The foregoing instrument was acknowledged before me this 25 day of March, 2008, by Gail Gyllich as President and Alvin Fanchello as Secretary of Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign Mary Louise A. Palmer

print MARY LOUISE A. PALMER
 State of Florida at Large

My Commission Expires:



PROPOSED AMENDMENT TO THE
DECLARATION OF VILLA FLORA AT BOGA POINTE
HOMEOWNERS ASSOCIATION, INC.

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

1. Amendment to Article 6 of the Restated and Consolidated Declaration of Covenants and Restrictions and Party, as follows:

1(a). Vote to amend 6.1 to make all work contemplated by the amendments a common maintenance expense shared equally by all members of the Association

6.1

c. Private Roads, Driveways, Walkways, and Street Lights. The Association shall maintain and repair all private roadways, driveways, walkways, if, walls, fencing, signage, street furniture and street lights placed thereon by the Developer and/or the Association, throughout the Common Areas and the ingress and egress easement. Further, the Association shall maintain that certain perimeter wall along Tracts LS-2A, LS-4A as designated on Exhibit "B" hereto. All such work performed by the Association pursuant to Article 6 herein shall be deemed a common expense of the Unit Owners, assessed and collected as provided under the Association's general maintenance assessment provisions.

1 (b. Vote to allow the Association, at its choosing, to clean the Unit Owner roofs located in the Community

i. The Community shall have the non-exclusive right at its sole discretion to clean all Unit Owners' roofs subject to the Community's Declaration of Covenants and Restrictions.

1 (c. Vote to allow the Association, at its choosing, to clean and paint the driveways and sidewalks,

ii. The Association shall have the non-exclusive right at its sole discretion to pressure clean and paint driveways and sidewalks, as well as the frequency of such actions.

1 (d. Vote to allow the Association, at its choosing, to paint the exterior of all residences in the community.

iii. The Association shall have the non-exclusive right at its sole discretion to paint the exterior of all Unit Owner residences, including but not limited to the exterior doors and trim, and all walls, gates and fences.

1 (e. Vote to allow the Members, at their choosing, to clean and paint their driveways, sidewalks and residences, notwithstanding the Association's actions,

iii. The Association's right to pressure clean roofs, pressure clean and paint the driveways and sidewalks; as well as all of the residences, are not exclusive to any Dwelling Unit Owner's right to pressure clean their own roof.

pressure clean and/or paint their own driveways, sidewalks and residences, as long as the color used by the Unit Owner has been approved by the Board of Directors or the architectural control committee prior to commencement of any painting and as further required in these Declaration of Covenants and Restrictions.

1 (f). Vote to ensure that this provision supersedes any other provision in the documents that may conflict.

v. In the event of a conflict, this provision and the obligations contained herein supersede any other provision contained in these documents.

* * *

2. Vote to incorporate updates from Florida Statutes to enforcement and fining provisions of the Association as contained in Article 15.

15.2 Enforcement. The Association or any Unit Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in such action shall be entitled to recover its attorney's fees and costs as provided in Section 8.1 herein and Section 720.305, as may be amended from time to time. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.3 Fines. The Association may levy a fine against any owner for a violation of any provision contained in the Association's governing documents as well as any rules and regulations promulgated by the Association from time to time. A fine may not exceed a statutory amount as provided under Section 720.305, as amended from time to time. A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

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Prepared by:
Kaye & Roger, P.A.
6261 NW 6th Way
Suite 103
Ft. Lauderdale, FL 33309

CERTIFICATE OF AMENDMENT
TO THE RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF
PHASE I AND PHASE II OF VILLA FLORA AT BOCA POINTE

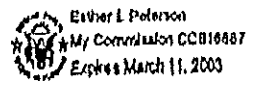
WE HEREBY CERTIFY THAT the attached amendment the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, as described in Official Records Book 5078 at Page 0519 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with Article 17 of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 7th day of January, 2001, at Boca Raton, Palm Beach County, Florida.

By: Gail Ehrlich
Print: GAIL EHRLICH - BOARD PRESIDENT
Attest: _____
Print: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of January, 2001, by Gail Ehrlich as President and _____ as Secretary of Villa Flora at Boca Pointe Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



NOTARY PUBLIC:
sign Esther L. Peterson
print ESTHER L. PETERSON
State of Florida at Large

My Commission Expires:

AMENDMENT TO RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES (THE "DECLARATION") OF
PHASE 1 AND PHASE 11 OF
VILLA FLORA AT BOCA POINTE

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

ARTICLE 17

17. Amendments. The covenants, conditions, reservations and restrictions of this Declaration may be amended from time to time, with the approval of not less than sixty-six and two thirds (66 2/3%) percent but ~~during the first twenty (20) years may be amended only by an instrument signed by not less than ninety (90%) percent of the Dwelling Unit Owners, and thereafter, provided this Declaration shall continue to have legal and equitable effect, only by an instrument signed by not less than seventy five (75%) percent of the Dwelling Unit Owners;~~ provided, however, that until the Developer has completed all of the contemplated improvements and closed the sale of all Dwelling Units within the Development, no amendment(s) to this Declaration shall be effective, unless joined in by the Developer. If required, the Community Association shall be notified of any amendments prior to enactment. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Palm Beach County, Florida.

Prepared by and return to:
ARNOLD COHEN, Esq.
2424 North Federal Highway
Suite 314
Boca Raton, FL 33431

DEC-01-1975 3:16PM 95-387159
ORE 9022 P 1883

RESOLUTION AMENDING BY-LAWS
OF
VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC.

WHEREAS, VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. (the "Association") was created on June 8, 1984, when its Articles of Incorporation were filed with the Florida Secretary of State; and

WHEREAS, a copy of the Articles of Incorporation was appended as an Exhibit to those certain DECLARATIONS OF COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF PHASE I AND PHASE II OF VILLA FLORA AT BOCA POINTE (the "Declarations") recorded June 18, 1984, in Official Records Book 4271 at Pages 0729 and 0684 respectively of the Public Records of Palm Beach County, Florida, which Declarations and Exhibits concern the following real property:

Phase I and Phase II of Villa Flora at Boca Pointe, according to the Plat thereof, as recorded in Plat Book 48 at Page 53 of the Public Records of Palm Beach County, Florida.

WHEREAS, a copy of the By-Laws of the Association was also appended as an Exhibit to the aforementioned Declarations; and

WHEREAS, it is desirable to amend the By-Laws of the Association in the manner hereinafter set forth; and

WHEREAS, said proposed Amendments have heretofore been submitted for approval to the membership of the Association and more than 51% of the votes of the entire membership have approved these Amendments in writing;

NOW, THEREFORE, BE IT RESOLVED, that the By-Laws of the Association be amended as follows:

1. Section 3.2.2 of the By-Laws of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. is hereby amended to read as follows:

"3.2.2 Any Dwelling Unit owner wishing to be considered for election to the Board of Directors shall, at least 30-45 days prior to the date of the annual meeting, submit his/her qualifications for office, along with a letter expressing a desire to become a candidate."

2. Section 3.3 of the By-Laws of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC. is hereby amended to read as follows:

"3.3 At the implementation of Section 3.2.2 as herein amended, there shall be elected at the annual meeting, three (3) classes of directors:

- Two (2) directors for one (1) year terms.
- Two (2) directors for two (2) year terms.
- Three (3) directors for three (3) year terms.

At the expiration of the first class of directors, their successors shall be elected for full three (3) year terms.

At the expiration of the term of the second class of directors, their successors shall be elected for full three (3) year terms.

At the expiration of the term of the third class of directors, their successors shall likewise be elected for full three (3) year terms.

At all following elections, all directors shall be elected for full three (3) year terms."

CERTIFICATE OF AMENDMENT

THIS IS TO CERTIFY THAT:

(a) The foregoing is a true copy of a Resolution duly adopted by the Board of Directors of VILLA FLORA AT BOCA POINT HOMEOWNER'S ASSOCIATION, INC., at a meeting duly noticed and held in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

(b) The Board of Directors adopted said Resolution by unanimous vote.

(c) The adoption of the aforesaid Resolution appears upon the Minutes of said meeting and is unrevoked.

IN WITNESS WHEREOF, the officers of VILLA FLORA AT BOCA POINTE HOMEOWNER'S ASSOCIATION, INC., have executed this instrument this _____ day of November, 1995.

Signed, sealed and delivered
in the presence of:

Stuart A. Colvin
as to all
Vicki McChale
as to all

VILLA FLORA AT BOCA POINTE
HOMEOWNER'S ASSOCIATION, INC.

Robert Sacharow
ROBERT SACHAROW, President
Gail Ehrlich
GAIL EHRLICH, Vice-President
Martin Axelrod
MARTIN AXELROD, Treasurer
Howard Tulchin
HOWARD TULCHIN, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared ROBERT SACHAROW, GAIL EHRLICH, MARTIN AXELROD and HOWARD TULCHIN, respectively, of VILLA FLORA AT BOCA POINT HOMEOWNER'S ASSOCIATION, INC., who were personally known to me, and who acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that the foregoing instrument is the act and deed of said corporation.

WITNESS MY hand and official seal this 28 day of November, 1995.

Jane C. Clay
Notary Public

My Commission Expires:



Jane C. Clay
My Comm Exp. 5/27/97
Bonded By Service Ins
No. CC290136
Notary Public (Other L.A.)

Prepared by and Return to:
Steven L. Daniels, Esq.
SACHS & SAX, P.A.
P. O. Box 810037
Boca Raton, Florida 33481-0037

SEP-14-1994 12:37pm 94-311076
ORR-8425 Pg 1584
RECORDING DIVISION

CERTIFICATE OF FOURTH AMENDMENT
TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, RESTRICTIONS, AND PARTY FACILITIES
OF PHASE I & II
OF VILLA FLORA AT BOCA POINTE

THIS FOURTH AMENDMENT TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, RESTRICTIONS AND PARTY FACILITIES OF
PHASE I & II OF VILLA FLORA AT BOCA POINTE, is made this 10th day
of September, 1994, by VILLA FLORA AT BOCA POINTE
HOMEOWNERS' ASSOCIATION, INC. ("Association").

W I T N E S S E T H I

WHEREAS, the Declaration of Covenants, Restrictions and
Party Facilities of Phase I & II of Villa Flora at Boca Pointe was
filed in Official Records Book 5078, Page 519, et seq., as amended
by the Amendments recorded in Official Records Book 6909, page
1604; Official Records Book 6384, page 44; and Official Records
Book 5863, page 909, all of the foregoing being recorded in the
Public Records of Palm Beach County, Florida (collectively,
"Declaration"), and established covenants running with the land
therein described;

WHEREAS, for purposes of this Fourth Amendment to the
Declaration, defined terms used herein shall have the same meaning
as set forth in Article I of the Declaration, as amended;

WHEREAS, pursuant to Article 17 of the Declaration, the
Association may, amend the Declaration by an instrument signed by
not less than 90% of the Dwelling Unit Owners; and

WHEREAS, at least 90% of the Dwelling Unit Owners have
executed an instrument agreeing to the amended language of Section
17 of the Declaration, which is attached hereto as Exhibit "A".

NOW, THEREFORE, Association hereby amends the Declaration
as follows:

1. Section 17 shall be amended pursuant to Exhibit "A"
attached hereto.

IN WITNESS WHEREOF, the President and Secretary have caused
the execution of this Certificate of Amendment this 10 day of
September, 1994.

VILLA FLORA AT BOCA POINTE
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

By: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

The foregoing instrument was acknowledged before me this
6th day of September, 1994, by Robert K. Scherer
and _____ as President and Secretary,
respectively, of Villa Flora at Boca Pointe Homeowners Association,
Inc., a Florida Not-for-Profit Corporation, on behalf of the
Corporation. They are personally known to me, or have produced
satisfactory identification.

[Handwritten Signature]

NOTARY PUBLIC

PRINT/STAMP/TYPED NAME:

COMMISSION EXPIRES:

COMMISSION NUMBER:



K. C. DANIELA
MY COMMISSION EXPIRES
MAY 22, 1998
KIMBERLY DANIELA, INC.

EXHIBIT "A"

PROPOSED AMENDMENT
TO THE
RESTATE AND CONSOLIDATED
THE DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES
FOR
VILLA FLORA AT BOCA POINTE

1. ARTICLE 17, Amendments, shall be, and it hereby is, amended to read as follows:

~~The covenants, conditions, reservations and restrictions of this Declaration may be amended, from time to time, only by the approval of two-thirds (2/3) of the Dwelling Unit Owners. Said approval to be evidenced by a Certificate attesting thereto, and executed with the formalities provided by the President or Vice President of the Association, and only during the first twenty (20) years may be amended only by an instrument signed by not less than ninety percent (90%) of the Dwelling Unit Owners, and thereafter, provided this Declaration shall continue to have legal and equitable effect, only by an instrument signed by not less than seventy-five percent (75%) of the Dwelling Unit Owners, provided, however, that until the Developer has completed all of the contemplated improvements and closed the sale of all Dwelling Units within the Development, no amendment(s) to this Declaration shall be effective, unless joined in by the Developer. The Community Association shall be notified of any amendments prior to enactment. It is further provided that in order to be effective any amendment to this Declaration be recorded in the Public Records of Palm Beach County, Florida.~~

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

Now language is ~~redlined~~; deleted language is struck through.

Down to proper jurisdiction (state or territory)

Name
Address

Property Appraiser Parcel Identification (Folio) Number(s)

JAN-29-1993 03:46pm 93-027638
ORB 7570 P3 991
NEW YORK PUBLIC LIBRARY ASTOR LENOX TILDEN FOUNDATION

↓
RECORD AND RETURN TO:
RONALD M. GACHE ✓
BROAD and CASSEL
420 Australian Avenue South
Suite 500
West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO BY-LAWS

I, DONALD GACHE', President of VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Corporation"), do hereby certify that the attached Amendment is a complete, true and correct copy of that particular Amendment to the By-Laws of the Corporation duly adopted by the Board of Directors of the Corporation on January 25, 1993, in conformity with the provisions set forth in the By-Laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 28 day of January, 1993.

WITNESSES:

VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.

(1) [Signature]
(2) [Signature]

By: [Signature]
DONALD GACHE', President
(S E A L)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DONALD GACHE', as President of VILLA FLORA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of January, 1993:

[Signature]
Notary Public Signature

Diana L. Madden
Printed Notary Name
My Commission Expires [Date]
DIANA L. MADDEN
NOTARY PUBLIC
MY COMMISSION # CG 272651 EXPIRES
SEPTEMBER 18, 1996
FORGED NOTARY PUBLIC PENALTY, 50%

Form of ID:
 Personally Known
 Other
No. 1
 Did Take Oath
 Did Not Take Oath

URS 7570 12 992

AMENDMENT OF BY-LAWS OF
VILLA FLORA AT BOCA POINTE
HOMEOWNER'S ASSOCIATION, INC.

A Corporation Not For Profit
Under the Laws of the State of Florida

WHEREAS, the Board of Directors of the Villa Flora at Boca Pointe Homeowner's Association, Inc. have met and waived notice of said meeting as authorized by Section 3.7 of these By-laws; and

WHEREAS, a resolution to adopt certain proposed amendments to these By-laws has been approved by the Board of Directors.

NOW, THEREFORE, the By-Laws of Villa Flora at Boca Pointe Homeowners Association, Inc., are hereby amended as follows:

Section 2.3 is hereby amended to read as follows:

The annual meeting shall be held at the office of the Association, or at any other place designated by the Board of Directors of said Association, after due notice to the entire membership, during the month of March of each year for the purpose of electing directors and transacting any other business.

The balance of said Section 2.3 remains unchanged.

Section 2.12 is hereby amended to read as follows:

- 2.12.11 Good and Welfare.
- 2.12.12 Adjournment.

Section 3.1.2 is hereby amended to read as follows:

Seven (7) directors to be elected at the first election of directors.

Section 3.1.3 is hereby amended to read as follows:

The number of directors shall remain seven (7) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

Section 3.12 is hereby amended to read as follows:

- 3.12.7 Good and Welfare.
- 3.12.8 Adjournment.

Return to: (on back self-addressed stamped envelope)

Name

Address

Property Appraiser Parcel Identification (File) Number(s):

ORE 7570 P1 993

RECORD VERIFIED DOROTHY H. WILKIN
CLERK OF THE COURT - FR COUNTY, FL

Section 5.1.3 is hereby amended as follows:

Add the words "and shall act as Corresponding Secretary" to the last sentence of said section 5.1.3.

IN WITNESS WHEREOF, the Developer has hereunto affixed its signature and seal this 25 day of JANUARY, 1993.

VILLA FLORA HOMEOWNER'S
ASSOCIATION, INC.

By Carmette Collier
Secretary

APPROVED:
[Signature]
President

JUL-31-1991 03:34pm 91-217762

Prepared by a return call
DISTRICT OFFICE, SERVICE
1900 5th Street
100 Australia Avenue, Suite
West Palm Beach, FL 33411

ORB 6907 Ps 1304

THIRD AMENDMENT TO
RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS AND RESTRICTIONS
AND PARTY FACILITIES OF PHASE I AND II
OF VILLA FLORA AT BOCA POINTE

This Third Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and II of Villa Flora at Boca Pointe is made this 23 day of JUNE, 1991, by Via Rosa Partners, a Florida general partnership (hereinafter referred to as "Successor Declarant").

W I T N E S S E T H :

Whereas, Florida Community Developers, a Florida general partnership (hereinafter referred to as "Initial Declarant") caused to be filed that certain Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which is recorded in Official Records Book 5078, page 0519 of the public records of Palm Beach County, Florida; and

Whereas, Initial Declarant did assign its rights as Declarant under the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe to Donald Gache, Trustee ("Initial Successor Developer"), by virtue of that certain Assignment of Restated Declaration recorded on February 4, 1988 in Official Records Book 5565, page 1183 of the public records of Palm Beach County, Florida, made pursuant to Section 1.9 of the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe; and

Whereas, Initial Successor Developer caused to be filed that Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which is recorded in Official Records Book 5863, page 909, and that Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, which was recorded on 3/13/90 in Official Records Book 6384, page 44 of the public records of Palm Beach County, Florida; and

Whereas, Initial Successor Developer has assigned its rights as Declarant under the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe by virtue of that certain Assignment of Rights as Declarant recorded immediately preceding this Third Amendment to the Restated and Consolidated Declaration

of Covenants and Restrictions and Party Facilities of Phase I and II of Villa Flora at Boca Pointe; and

Whereas, Successor Declarant desires to amend the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as previously amended.

Now, therefore, Successor Declarant hereby amends the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe pursuant to Section 17.1 of the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as follows:

1. Section 9 of Article 9 is hereby amended by adding the following: Rules and regulations promulgated by the association from time to time shall be determined by the Board of Directors of the Association pursuant to the By-Laws of the Association. The Board of Directors shall also be authorized to adopt a schedule of fines for violations of the rules and regulations promulgated by the Association.

2. Section 8.3 of Article 8 is hereby created to read as follows: Fines may be levied by the Association pursuant to Article 9 of this Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe. Such fines shall be deemed to be special assessments against the unit whose Owner, or the tenant of an Owner, guest of an Owner, invitee of an Owner, or other person connected with the Owner has violated the rules and regulations.

3. In the event of any conflict between this Third Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe and the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe, the first amendment, the second amendment or the third amendment, the terms of this Fourth Amendment to the Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe shall take priority and precedence.

In witness whereof, the undersigned being the Successor Declarant, has hereunto set hand and seal this 23 day of July, 1991.

Witnesses

Nancy J. Jack

Nancy J. Jack

Via Partners
By: *[Signature]*, PRESIDENT
D. G. VENTURES, INC. General Partner
By: *[Signature]*
JENNIS GUY, General Partner

02/05/90
105-7449-1

MAR-13-1990 03:23pm 90-072769

ORB 6384 Pg 44

Prepared and Returned to:
James J. Wheeler, Esquire
Broad and Cassel
7777 Glades Road, Suite 100
Boca Raton, Florida 33434

AMENDMENT TO RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS AND RESTRICTIONS AND PARTY FACILITIES OF
PHASE I AND PHASE II OF
VILLA FLORA AT BOCA POINTE

This Amendment is made to the Declaration of Restated and Consolidated Declaration of Covenants and Restrictions and Party Facilities of Phase I and Phase II of Villa Flora at Boca Pointe as recorded in Official Records Book 5078, Page 519, and as amended in Official Records Book 5863, Page 909, all of the Public Records of Palm Beach County, Florida (the "Declaration").

WHEREAS, Donald Gache, Trustee is the Declarant and Developer with respect to the referenced Declaration as set forth in Assignment of Restated Declaration recorded on February 4, 1988, in Official Records Book 5565, Page 1183 of the Public Records of Palm Beach County, Florida;

WHEREAS, Declarant is the owner of Lots within Phases I and II of Villa Flora at Boca Pointe; and

WHEREAS, Article 17.1 permits the Declarant ("Developer") to alter and amend this Declaration, as it deems necessary and/or appropriate for the protection and enhancement of the Development, and the Developer shall not require or need the joinder of any Dwelling Unit Owners prior to such time as the Developer conveys the last Dwelling Unit of the Development.

NOW THEREFORE, Article 12 of the Declaration is hereby amended to include the following as the last sentence thereof:

"All architectural control matters submitted to the association or its designated committee shall be subject to the final approval of the Declarant until the Declarant no longer holds title to a Lot or Dwelling Unit, or such time as the Declarant so determines to terminate this right, whichever is first to occur."

IN WITNESS WHEREOF, the undersigned sets his hand in seal this 9 day of February, 1990.

Signed, sealed and delivered in the presence of:

James J. Wheeler
James J. Wheeler

DECLARANT;
DONALD GACHE, TRUSTEE
Donald Gache
Donald Gache

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.:

The foregoing instrument was acknowledged before me this 9 day of February, 1990 by Donald Gache as Trustee.

James Capitani
Notary Public
My Commission Expires:

"WILL CALL LATS" 26
for BROAD AND CASSEL (b.v.)
7777 W. GLEN ROAD
BOCA RATON, FL 33434

Notary Public
State of Florida at Large
My Commission Expires May 17, 1992
RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

"WILL CALL-ATS" #11
For BROAD AND CASSEL (JAC)
7777 W. GLADES ROAD
BOCA RATON, FL 33434

NOV-04-1983 01:34pm 88-308053

OR 5863 P: 909

AMENDMENT TO THE RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS AND RESTRICTIONS AND
PARTY FACILITIES (THE "DECLARATION") OF
PHASE I AND PHASE II OF
VILLA FLORA AT BOCA POINTE

RECORDED IN OFFICIAL RECORDS BOOK 5078 AT PAGE
519 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DONALD CACHE, Trustee, the successor Developer of Villa Flora at Boca
Pointe and fee owner of units therein, hereby amends the Declaration in the
following respects:

1. Article 6.2c is hereby amended by adding the following:

"The additional charge for exterior maintenance as described
herein may be assessed by Developer in Developer's sole discretion
and shall be payable by Dwelling Unit Owners either in periodic
installments, added to monthly maintenance charges, or levied as a
special assessment, at Developer's election."

2. Article 7 is hereby amended by adding the following:

"7.9 Capitalization of Association. Each Dwelling Unit Owner
currently holding title to a Dwelling Unit and each Dwelling Unit
Owner acquiring title to a Dwelling Unit hereafter, other than
Declarant, shall pay a contribution to the working capital of the
Association in an amount equal to Two Hundred Fifty Dollars
(\$250.00) or such other amount as may be determined by the Board
from time to time. Said contributions shall be deposited in such
bank account(s) as may be maintained by the Association and may be
commingled therewith. Such funds shall be expended for operating
expenses and other expenses incurred by the Association pursuant to
the terms of this Declaration and the Bylaws.

The obligation set forth herein shall be applicable to each
and every present Dwelling Unit Owner and to each and every
transferee of a Dwelling Unit, including but not limited to those
acquiring title as a consequence of a resale by a Dwelling Unit
Owner. Further, upon transfer of a Dwelling Unit and the receipt
of such amounts from the transferee, the previous Unit Owner shall
be reimbursed an equal amount but not to exceed his original
contribution. Any excess above the previous Unit Owner's original
contribution shall remain as Capital with the Association. The
accounting for any amounts paid in under this Article shall be
applied directly to Equity and not to Current Revenues so as not to
effect the accounting for the Developer's Contribution as per the
Developer's Guarantee. The payment of this contribution shall be a
condition precedent to the granting of approval by the Association
as provided in Article 10 hereof."

The foregoing Amendment was adopted by the Developer in accordance with
Article 17.1 of the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has
hereunto set its hand and seal this 23rd day of June, 1980.

WITNESSES:

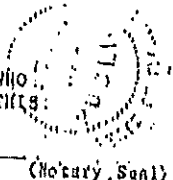
[Signature]
[Signature]

[Signature]
DONALD CACHE, Trustee

Prepared by: Donald Cache, Trustee
6086 Via Rosa
Boca Raton, FL 33433

BEFORE ME, THE ABOVESIGNED PERSONALLY APPEARED TO BE THE INDIVIDUALS WHO
EXECUTED THE FOREGOING AMENDMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS:
23rd DAY OF JUNE, 1980.

[Signature]
Notary Public



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 16, 1981

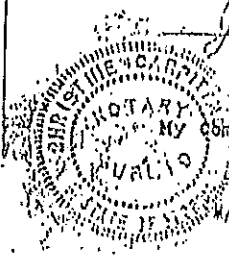
(Notary, Seal)

STATE OF FLORIDA)
) ss.1
COUNTY OF PALM BEACH)

BEFORE ME, a Notary Public in and for the state and
County aforesaid, personally appeared DONALD GACHE, as
Trustee, and known to me to be the person named in the
foregoing Amendment and he acknowledged before me that he
executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of
June, 1988.

Christine L. ...
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 12, 1989

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT