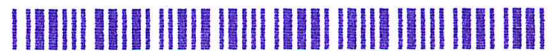


This instrument prepared by:
Guy M. Shir, Esquire
SHIR LAW GROUP, P.A.
1800 N.W. Corporate Blvd., Suite 200
Boca Raton, Florida 33431
(561) 999-5999



CFN 20170197897

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND BY-LAWS FOR
BOCA TRACE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions and By-Laws for BOCA TRACE HOMEOWNERS ASSOCIATION, INC.** have been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book 5597 at Page 1578; and

WHEREAS, at a duly called and noticed meeting of the membership of BOCA TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, held on **May 25, 2017** the aforementioned **Declaration of Restrictions and By-Laws** was amended pursuant to the provisions of said **Declaration Restrictions and By-Laws**.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of **Declaration of Restrictions and By-Laws** is a true and correct copy of the amendments as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND BY-LAWS
OF BOCA TRACE HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

**ARTICLE I
DEFINITIONS**

Section 10. "Act" or "Homeowner's Association Act" means Chapter 720, as it now exists or as it may be amended from time to time, including the definitions therein contained. It is the express intent of this Declaration to incorporate Chapter 617 and Chapter 720 of the Florida Statutes, both as they are amended from time to time, ("Florida Statutes") and the Florida Statutes are hereby so incorporated. In addition, in the event of a conflict between the language of this Declaration, and the Florida Statutes, the Florida Statutes shall govern. Similarly, the Florida Statutes shall specifically supersede any language herein that conflict with the Florida Statutes, regardless of whether more specific language on the topic exists in the Declaration.

**ARTICLE V
COVENANT FOR ASSESSMENTS**

~~Section 7. Subordination of the Lien to Mortgages. As hereinabove provided in Section 3, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure by a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for~~

~~which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.~~

Section 7. Institutional (First) Mortgagee. As to Institutional First Mortgagees only, the lien of the Association shall be subordinate to the lien of an Institutional First Mortgage. The sale or transfer of any Parcel shall not affect the Assessment lien. However, without regard to lien priority, a Parcel owner is jointly and severally liable with the previous Parcel owner(s) for all unpaid assessments, interest, late fees and attorney's fees, that came due prior to the transfer of title without regard to a foreclosure action by an Institutional First Mortgagee or other transfer. This liability is without prejudice to any right the present Parcel owner may have to recover any amounts paid by the present owner that were originally incurred by the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. Notwithstanding the foregoing, the liability of an Institutional First Mortgagee, or its successor or assignee as a subsequent holder of the Institutional Mortgage, where such entity also acquires title to a Parcel by foreclosure of its Institutional Mortgage is limited to (for the unpaid assessments that became due before the Institutional First Mortgagee's acquisition of title) the greater of: The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title; or 1 percent of the recorded mortgage debt, or the amount permitted by Chapter 720 as amended from time to time.

The limitations on Institutional First Mortgagee liability provided above apply only if the Institutional Mortgagee filed suit against the Parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. No sale or transfer shall relieve such Parcel from lien rights for any Assessments thereafter becoming due and, except as provided herein, such lien shall continue as a lien on such Parcel following any transfer or conveyance. Moreover, anything above to the contrary notwithstanding, the Association shall have a super priority first lien superior to all others (including Institutional First Mortgagees) that relates back to the recording of the original declaration recorded by the developer without any exception for Institutional First Mortgages with regard to any Charges that are incurred in connection with repairs to the Parcel or Home thereon or directly caused by the failure to maintain the Parcel or Home thereon.

ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, repaired, or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including as applicable, front, side and rear elevations, and floor plans and two plot plans indicating and fixing the exact location of such improvements, structures, or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit. In regards to the installation of a fence:

- (a) All fences shall be ~~five (5)~~ six (6) feet from ground surface and made of wood shadowbox, vinyl, PVC or aluminum, and can be beige, white, natural color or the color of the stuccoed portion of the house to which the fence corresponds.
- (b) Street side fences shall be landscaped (example, shrubs, hedges, etc.).
- (c) All required county building permits shall be obtained by the Unit owner or his agent.
- (d) All county ordinances and standards applicable to the fencing, including live fences (hedges, etc.) shall be complied with.

- (e) There shall not be any fencing located in the front of the unit owner's property.
- (f) The Architectural committee shall approve all colors for the exterior of the residences in the community, as the same shall be promulgated by the Board of Directors from time to time.
- (g) The Architectural committee shall enforce a mailbox standard that currently shall consist of a wood base in a one-half "T" look with a standard mailbox, as one may be determined by the committee from time to time.
- (h) The light fixtures located in the front of the residences must be black in color and uniform with all other light fixtures in the community.

* * * *

**PROPOSED AMENDMENTS TO THE
BYLAWS OF
BOCA TRACE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE XII
FINES**

Section 1. in the event of a violation (other than the provisions of the Declaration, the Articles or these By-laws, or the Rules and Regulations adopted pursuant to any of the same, as the same means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) — The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-laws and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting hearing, the alleged violator or Unit Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(a) The association may levy reasonable fines. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association unless otherwise provided in the governing documents. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

~~(b) — If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.~~

(b) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but

~~(c) — Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.~~

(c) A fine or suspension may not be imposed by the board of administration without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a 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. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the board of administration imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

~~(d) — A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as "determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.~~

(d) If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (a) do not apply to a suspension imposed under this subsection.

(e) An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the governing documents. The notice and hearing requirements under subsection (a) do not

apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

All suspensions imposed pursuant to subsection (d) or subsection (e) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

The suspensions permitted by paragraph b and subsections (d) and (e) apply to a member and, when appropriate, the member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple parcels owned by a member.

(e) (f) Nothing herein shall be construed as a prohibition or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

CERTIFICATION

I HEREBY CERTIFY that the above Amendments were duly adopted as an Amendment to the Declaration of Restrictions and By-Laws for BOCA TRACE HOMEOWNERS ASSOCIATION, INC.

DATED this 2 day of June, 2017.

As to witnesses:

BOCA TRACE HOMEOWNERS ASSOCIATION, INC.

Suzanne M. Jordahl
Print Name: Suzanne M. Jordahl

By: [Signature]
2. BARANSKI

(Seal)

Palm Beach STATE OF FLORIDA)
COUNTY)

The foregoing instrument was acknowledged before me this 2 day of June, 2017, by Zygmunt Baransky, as President of BOCA TRACE HOMEOWNERS ASSOCIATION, INC. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me.

NOTARY PUBLIC
GUY M. SHIR
MY COMMISSION # FF 999956
EXPIRES: July 2, 2020
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC