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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
 FOR THE SHORES AT BOCA RATON**

WHEREAS, the DECLARATION OF COVENANTS FOR THE SHORES OF BOCA RATON was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 8502 at Page 478; and,

WHEREAS, at a duly called and noticed meeting of the membership of The Shores at Boca Raton Homeowners Association, Inc., a Florida corporation, held on May 2, 2016, the aforementioned Declaration of Covenants was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Declaration of Covenants for The Shores at Boca Raton are true and correct copies of the amendments approved by the membership.

WITNESS my signature hereto this 5 day of May, 2016 at Boca Raton, Palm Beach County, Florida.

The Shores at Boca Raton Homeowners
 Association, Inc.

Witness 1: *Laura Slasinski*

By: *Shana Barenboim*
 Shana Barenboim, as President

Print Witness 1 Name:
LAURA SLASINSKI

Attest: *Greg Cholmondeley*
 Greg Cholmondeley, as Secretary

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
FOR THE SHORES AT BOCA RATON

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Witness 2:



Print, Witness 2 Name:

Christine Maricic

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 5 day of MAY, 2016
before me personally appeared Shana Barenboim and Greg Cholmondeley, the
President and Secretary respectively, of The Shores at Boca Raton Homeowners
Association, Inc., known to me personally to be such and acknowledged to me that the
execution of the above certificate is the free and voluntary act and deed of them, and
each of them, each himself and not for the other, and each acknowledged the facts
therein stated are true as set forth. They are personally known to me or have provided
FL DL as identification and did take an oath. In the absence
of indication of a type of identification, they are personally known to me.

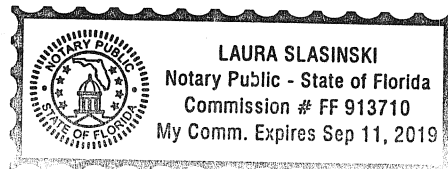
My Commission Expires:

9/11/19

Print Notary Name:

LAURA SLASINSKI


Notary Public



**Amendments to the Declaration of Covenants for The Shores at Boca Raton
(new language is underlined. Deleted language is overstricken)**

Article VIII

The following language shall be added as a new Section 4 to Article VIII as follows:

Section 4. No Owner may transfer any interest in a Lot by sale, lease, transfer, gift, inheritance or any other manner without the prior written consent of the Association through its Board of Directors or a committee appointed to consider such applications. Approval shall not be unreasonably withheld.

The consent of the Association that is required for the transfer of ownership of a Lot shall be obtained in the following manner:

a) A Lot Owner intending to sell or lease his Lot or any interest in it shall send by registered or certified mail, return receipt requested, to the Association at its principal place of doing business written notice of such intention, together with such information concerning the intended purchasers, lessees and proposed occupants as the Association may require. In the event the application is for a sale, such notice, at the Lot Owner's option, may include a demand by the Lot Owner that the Association furnish a purchaser of the Lot if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied by a fully executed copy of the proposed contract to sell. A failure to include such a demand with the application shall be construed as a waiver of such right.

b) A Lot Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall send by registered or certified mail, return receipt requested, to the Association at its principal place of doing business, notice of the acquiring of its title together with such information concerning the Lot Owner as the Association may reasonably require, including a certified copy of the instrument evidencing the Owner's title.

c) Within thirty (30) days after receipt of the requisite notice and all information concerning the proposed purchaser or occupants/lessees that the Association requested and after an interview, if required by the Board or committee, the transaction shall be approved or denied. The decision shall be provided to the then current lot owner in writing.

d) If the proposed purchaser of a Lot is a corporation, the approval of ownership by the corporation will be conditioned upon occupancy of the Lot being limited to one Officer or Director of the corporation and his immediate family (limited to sons, daughters, parents, spouse and parents of spouse) and guests. No guest may occupy the Lot unless the identified

officer or a director or one of the listed family members is also present at the same time. The corporate owner shall provide to the Association a written certificate designating that Officer or Director who will occupy the Lot owned by the corporation. The corporation may amend such designation of the Lot occupant only with the prior written approval of the Association and no more frequently than annually.

e) The Association may charge a reasonable fee determined by the Board of Directors for processing the request for approval that is required herein. Said fee shall be no less than \$100.00 and no higher than that which is allowed by Florida law.

The following circumstances shall be considered violations of these Covenants and Restrictions and the Association may disapprove an application to lease or sell where any of the following circumstances exist:

1. There are any unresolved violations of the governing documents or rules by the Owner of the lot to which the application relates;
2. The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises be in violation of a provision of these covenants;
3. The owner is delinquent in the payment of any sums owed the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing owner;
4. Any proposed owner or occupant of the subject property has been convicted or pled guilty to a sex offense or is listed on the Florida Department of Law Enforcement's Sexual Predator List or on another similar such list elsewhere in the United States;
5. Any proposed owner or occupant of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon; or
6. When the application is for a proposed sale, the purchaser intends to finance more than ninety percent (90%) of the contract purchase price.

Amendments to the Declaration of Covenants for The Shores at Boca Raton

(new language is underlined. Deleted language is overstricken)

Article V.

Section 9. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage; ~~provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lean of any assessment coming due after such foreclosure (for conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by Andy lien against LOTS subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding anything contained in this Declaration to the contrary, only a first mortgagee who acquires title to a Lot shall be excused from paying assessments which came due prior to acquiring title. Nothing herein shall excuse a lot owner other than a first mortgagee from the obligation to pay any and all unpaid assessments that came due prior to acquiring title in addition to all interest, costs, late charges and attorney fees incurred which had been incurred in collection of such sums from the prior owner. Nothing herein shall be construed to relieve a first mortgagee who acquires title from the obligation to pay the Association the lesser of twelve (12) months of unpaid assessments that came due immediately preceding the acquisition of title or one percent (1%) of the original mortgage amount as is currently required pursuant to Section 720.3085, Fla. Stat. (2015). If the referenced statute or a renumbered similar statutory provision is amended to *increase* the amount of a first mortgagee's liability, the first mortgagee shall be liable for that increased amount. No statutory amendment that decreases a first mortgagee's liability shall be effective to alter the effect of this section. Lot owners who acquire title to Lots in the context of a mortgage foreclosure, by operation of law or by any other means shall be liable to pay any and all unpaid assessments that came due prior to acquiring title in addition to all interest, costs, late charges and attorney fees incurred in collection of such sums that were incurred in pursuing the prior owner and those incurred in pursuing the new owner.~~

Section 11. ~~Assessment for Capital Payments.~~— A capital payment shall be paid by each Owner, other than Declaration, to the Association in addition to any other assessment at the time such Owner acquires its fee interest in the Lot. The capital payment shall be deposited by the Association into a capital payment account which the Association may use to pay extraordinary expenses which may be incurred by the Association during the period of time that Properties are being developed, to make purchases for and improvements to the Common Areas and to purchase initial and future's equipment and supplies. The capital payment account may furthermore be used to acquire property for the use of the Owners or for the Association. In addition, the capital payment account may be used to make any deposits required by utility companies or to prepay insurance premiums upon Common Areas or otherwise required in and about the operation of the Association. The capital payment assessment is in addition to the regular assessments, special assessments and capital improvement assessments. The amount of capital payments shall be established by the Association, in its sole discretion from time to time, and shall be paid, at the time of conveyance of title to the Owner.

Capital Contributions. Upon the sale or any other conveyance of any Lot in The Shores community, the party acquiring title shall make a capital contribution to the Association in an amount equal to one quarterly maintenance assessment installment. The Board of Directors of the Association is authorized to use the funds collected for any purpose for which the Association may otherwise expend funds. For purposes of determining the amount due, the amount of the last quarterly maintenance assessment that came due prior to the transfer of title shall be used. The capital contribution shall not be considered an advance payment of installments of the annual maintenance assessment. The capital contribution shall be paid by the party acquiring title at the time of the transfer of title to the lot. The failure to pay the capital contribution to the Association as provided herein shall entitle the Association to record a lien against the lot and collect the unpaid sum in the same manner as it is authorized to collect unpaid maintenance assessments pursuant to these covenants. The lien shall secure the unpaid sum due in addition to interest, costs and attorney's fees incurred in pursuing collection. A sale or conveyance, for purposes of this section, shall not be deemed to have occurred if title to a lot is transferred from an existing owner to another for nominal consideration including a transfer to a trust of which the trustee is the same owner or a member of the owner's family or is otherwise a transfer made as a result of estate planning or for estate planning purposes.