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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE
PRESERVE AT BOCA RATON

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON (hereafter "Declaration") was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 9045 at Page 1427; and

WHEREAS, Article 12.02 of the Bylaws of The Preserve at Boca Raton HOA, Inc. provides that the Bylaws of the Association may be amended by the affirmative vote, in person or by proxy, of at least fifty-one percent (51%) of the votes. The Declarant owns no lots and his consent is not needed; and

WHEREAS, Section 22 of the Declaration provides that the Declaration may be amended when a resolution is adopted by at least twenty percent (20%) of the Board of Directors and adopted by the affirmative vote or written agreement of at least 51% of the Members; and,

WHEREAS, at a meeting of the membership of The Preserve at Boca Raton HOA, Inc., duly called and noticed consistent with Article 22 of the Declaration and the Bylaws of the Association, the aforementioned Declaration and Bylaws were amended with the approval of in excess of twenty percent of the Board of Directors and with the approval of at least fifty one percent (51%) of the members pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Bylaws and Declaration are true and correct copies of the amendments approved by the membership.

WITNESS my signature hereto this 30 day of September 2005 at Boca Raton, Palm Beach County, Florida.

Witness 1: Marilyn A. Bonora

Print Witness 1 Name:
MARILYN A. BONORA

The Preserve at Boca Raton HOA, Inc
By: [Signature]
Gary Olan, as President

Attest: [Signature]
as Secretary

Witness 2: Marilyn A. Bondra

ELIZABETH PELLEGINO
treasurer

Print Witness 2 Name:

~~Elizabeth Pellegino~~ MARILYN A. BONDRA
WITNESS 2

STATE OF FLORIDA KEITH F. BACKER
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 30 day of September, 2005
before me personally appeared Garry Olah and ELIZABETH PELLEGINO, the President
and ~~Treasurer~~ Secretary respectively, of the foregoing corporation, 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 that
the facts therein stated are true as set forth. They are personally known to me or have provided
as identification and did take an oath. In the absence of an
indication of a type of proof, they are personally known to me.

My Commission Expires:

Donna Lynn Bissinger
Notary Public

Print Notary Name:

Donna Lynn Bissinger



AMENDMENT TO
THE BYLAWS OF THE PRESERVE AT BOCA RATON HOA, INC.

The mistaken reference to Section 2.01 in the Second Amendment to the Bylaws dated May 17, 2001 is hereby corrected to reflect that it is actually an amendment to Section 7.01

Section 7.02 (c) is hereby amended as follows:

(Underlined text is added, overstricken text is deleted)

(c) ~~Subject to paragraph (a) above, the Owners who are elected to be Directors shall serve two (2) year terms with one (1) Director being re-elected or replaced in one year and two (2) Directors being reelected or replaced in the next year. Each Director shall continue to hold office until his successor is elected. Notwithstanding anything in these Bylaws to the contrary, there shall be staggered terms of directors beginning with the first election held following the approval of these amendments by the members. At each election held following the approval of these amendments by the members, where three or more seats are available, the terms of office of the three elected directors receiving the three highest plurality of votes shall be two (2) years and the term of the other directors shall be one (1) year. In those years where less than three seats are available, each of those elected directors shall be elected for two year terms. As many directors shall be elected annually as there are regular terms of office of Directors expiring at such time. The terms of the directors whose terms are expiring shall expire following the annual meeting where the election of new directors occurs unless removed from office in the manner elsewhere provided. Directors appointed to fill a seat vacated by a director's death, resignation or removal shall serve only for the balance of the vacating director's term. Directors elected by the members to fill a seat vacated by a director's death, resignation or removal shall serve for a term as described in the staggered term scenario set forth above.~~

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (c)

Section 19 (c) shall be amended as follows:

(Underlined text is new, stricken text is removed)

- (c) (i) No Trailers, Clotheslines, etc. Other than within a closed garage ~~no trailer, boat, camper, commercial vehicle, recreational vehicle, water vehicle, unlicensed vehicle, temporary storage unit ("POD" or similar storage shed or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently,; provided, however that the foregoing shall not prohibit Declarant from placing sales and/or construction trailers upon the Property.~~ Included in the prohibition of commercial vehicles are any vehicles that display writing on the vehicle or in the vehicle that can be viewed from the outside which identifies or advertises a business enterprise or activity. Except in the event of an emergency, no vehicle maintenance or repairs shall be performed in the community. Multipurpose or sport-utility vehicles such as Broncos, Range Rovers, Cherokees, Explorers, Navigators, Escalades, minivans and other such similar vehicles which are designed primarily for the purpose of transporting passengers shall not be construed as a truck or recreational vehicle for purpose of this section. Notwithstanding that the passenger vehicles described herein are not among those prohibited, generally, vehicles which are not able to fit completely within a lot owner's closed two car garage are not permitted to be parked in the community. In the event of a dispute concerning whether or not a vehicle is a truck, recreational vehicle, commercial/business vehicle or other prohibited vehicle, the Board of Directors of the Association shall be the final arbiter of such dispute and the decision of the Board of Directors shall be binding on the owner.
- (ii) Unauthorized parking of a vehicle prohibited herein shall be grounds for removal of said vehicle by the Association at the expense of the vehicle owner and/or operator. Unauthorized parking shall include vehicles which impede ingress to or egress from driveways, roadways, or building entryways.
- (iii) Parking shall be permitted only in driveways or other paved surfaces in the community. No grass or swale parking is permitted. No overnight parking is permitted on the streets in the community. During daylight hours, parking is permissible on the street only in such a manner so that two cars may still pass on the street.
- (iv) The use of motorized scooters or similar personal transportation (which shall include any devices designed to achieve speeds of less than thirty (30) miles per hour) shall be subject to use restrictions adopted by the Board of Directors.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (d)

Section 19 (d) shall be amended as follows:

(Underlined text is new, stricken text is removed)

(d) ~~No Livestock and Poultry Animals~~. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any lot. Residents may have pet dogs and cats, but may not breed their pets as a business or hobby within the Preserve community. Pets must be kept in a manner that does not cause a nuisance to other residents. The Board of Directors shall be the final arbiter of whether a pet is creating a nuisance in the community. Any pet that is found to create a nuisance shall be removed from the community upon written notice from the Association. Pets must be leashed whenever outside of the home and owners must clean up after their pets so as not to leave waste matter on property within the community.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 19 (j)

Section 19 (j) shall be amended as follows:

(Underlined text is new, stricken text is removed)

(j) ~~No~~ Television and Radio Towers or Antennae. Except as hereafter provided or as authorized by Federal Communications Commission rules, no radio, television or other tower, pole, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than ~~two feet (2')~~ one meter in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts. ~~and is approved by the Committee.~~ Satellite dishes shall be installed at the rear of the homes in all instances except those where such installation will inhibit receiving the satellite's signal. All installations of devices described in this section must be installed in a manner that meets all local codes for hurricane safety. Satellite dishes larger than fifty (50) centimeters which are installed at ground level shall be camouflaged or hidden from view with plant material to obscure the view of the dish as much as possible without affecting the device's receipt of the satellite signal.

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 23

Section 23 shall be amended as follows:

(Underlined text is new, stricken text is removed)

Section 23. Architectural Review Committee

(a) Composition. The Committee shall be composed of three (3) individuals ~~or business entities selected and appointed by Declarant until such time as the Declarant conveys the last Lot in the Property. From and after Membership such date the members of the Committee shall be~~ appointed by the Board of Directors. Each member of the Committee shall serve at the pleasure of the Board of Directors and may be removed for any reason by vote of a majority of the Board of Directors. It is within the Board of Director's discretion to appoint members of the Board to the Committee. ~~for a term of three (3) years and may be reappointed for a maximum of two (2) additional terms. The members of the Committee shall appoint a Chairman from among their number. In the event of the death or resignation of any member of the Committee, the remaining member shall have the full authority to designate and appoint a successor to serve any unexpired term.~~ Each member of the Committee shall be generally familiar with residential and community design matters and knowledgeable about ~~the Declarant's and the Association's~~ concern for a high level of taste and design standards within the Property.

(b) Unchanged

(c) Unchanged

(d) Unchanged

(e) Unchanged

(f) No Liability. No member of the Committee shall be liable for claims, causes of action or damages ~~(except where occasioned by gross negligence or willful misconduct)~~ arising out of services performed pursuant to this covenant.

(The remaining existing text for subparagraph "f" remains unchanged)

(g) Matters Subject to Review. The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, addition, alteration or change which, in the reasonable opinion of the Committee, adversely affects the living enjoyment of one or more Owners, the overall appearance or character of the community or the general value of the Property. Paint color is specifically included, without limitation, among the changes which must be submitted to the Committee for approval. Other than by Declarant, a No building, structure, fence, wall or improvement or change of any kind or nature shall be erected, placed, performed or altered on any Lot until all plans and specifications, material selections, colors and a plot plan have been submitted to and approved in writing by a majority of the Committee and to:

(Subparagraphs i through iv remain unchanged)

(h) Submission of Plans and Specifications. Proposed final plans and specifications shall be submitted in duplicate to the committee for approval or disapproval. The application shall identify and state the address of the Owner or designated representative of the Owner who should receive any notices under this Section 23 (h) (such Owner or designated representative being hereafter referred to as the "Applicant"). The Committee is authorized to request the submission of proposed construction materials and any other additional information that it believes will assist the Committee in evaluating the application. If the Committee deems the plans and specifications submitted to be insufficient for it to render a decision, the Committee may either return such plans to the Applicant with instructions for submission of a complete application or request additional information in writing from the Applicant. The application shall not be deemed submitted until the Applicant has provided all of the information or materials requested by the Committee. At such time as the plans, materials, colors and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and submitted to the Board of Directors for final consideration. If the Board of Directors agrees that the application should be approved, it shall be returned to the Applicant with an indication of the Board's approval. If found not to be acceptable in compliance with this Declaration, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of the Committee's reasons for disapproval. items found not to comply with this Declaration. Any modification or change to the approved set of plans and specifications must be again submitted to the Committee for its inspection and approval. The Committee's determination of approval or disapproval (i) shall be made at the sole discretion of the Committee, and, if approval is confirmed by the Board, (ii) shall be delivered to the Applicant in writing. If the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission of a completed application, such plans shall may be submitted by the applicant directly to the Board of Directors. If the Board of Directors fails to approve or disapprove such plans within fifteen (15) after submission thereof, then the Committee and Association approval shall be presumed. Neither the Committee, the Declarant

Amendment to The Declaration of Covenants
Conditions and Restrictions of The Preserve at Boca Raton,
Section 23
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not the Board of Directors or any architect, agent, representative or employee thereof, shall be responsible or liable in any respect for any defect in plans and specifications submitted, revised or approved in accordance with the foregoing provisions or for any structural or other defects in any work done pursuant to or in accordance with any such plans and specifications approved by the Committee.

(All other portions of Section 23 remain unchanged)