

This Instrument prepared by
and to be returned to:
Daniel A. Weber, Esquire
Sachs Sax Caplan
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Suite 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
PRESERVE AT BOCA RATON AND TO THE BYLAWS OF THE PRESERVE AT
BOCA RATON HOMEOWNERS' ASSOCIATION, INC..**

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to Declaration of Covenants, Conditions, and Restrictions of the Preserve at Boca Raton, and the Bylaws for The Preserve at Boca Raton Homeowners Association, Inc. The original Declaration of Covenants, Conditions, and Restrictions of the Preserve at Boca Raton was recorded in Official Records Book 9045, at Page 1427, of the Public Records of Palm Beach County, Florida. The attached amendment was approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 6th day of FEB, 2024.

WITNESSES

THE PRESERVE AT BOCA RATON
HOMEOWNERS' ASSOCIATION, INC.

Jan Heller
Signature

By: Eric D. Valerio, President

Lauren Heller
Print Name

Christina Morris
Signature

By: Juanna Kandel, Secretary

Christina Morris
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of FEB, 2024, by Eric Valerio, as President, and Juanna Kandel, as Secretary, of THE PRESERVE AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced N/A as identification.

[Notary Seal]



Teresac. Bishop
Notary Public

Name typed, printed or stamped
My Commission Expires: 6/10/2025

Exhibit "A"

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PRESERVE AT BOCA RATON AND TO THE BYLAWS OF THE PRESERVE AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC.

The original Declaration of Covenants, Conditions, and Restrictions of the Preserve at Boca Raton was recorded in Official Records Book 9045, at Page 1427, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Sections 7(A) and (B) of the aforesaid Declaration shall be amended as follows:

7A. Owners' Assessment Obligation. Each Owner, shall agree to pay the Association by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) a capital contribution as stated in paragraph B; (b) regular Assessments due and payable on a quarterly basis based upon the budget of the Association; (c) special Assessments fixed, established and collected from time to time as provided in this Declaration, however, except for a special assessment levied for emergency repairs or to satisfy a specific Court Ordered or contractual liability, which may all be made by the Board, no special assessment may be levied by the Board if the special assessment exceeds \$12,000 per Lot, or the aggregate of special assessments for the preceding five years exceeds \$12,000 per Lot, in which case, said special assessment may only be levied if approved by a majority of Owners; (d) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses and (e) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots to provide services which are exclusively for these Lots, including, but not limited to, the repair and maintenance of the Lot after the Owner has failed to maintain or repair his Lot. No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by set-off or counterclaim.

B. Capital Contribution Upon Resale. Upon the resale of any lot in the Preserve community, the purchaser shall make a capital contribution to the Association in an amount ~~one (1)~~ two (2) quarterly assessment installments. 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 purchaser of a lot at the time of the transfer of title to the lot. The failure of the purchaser 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 attorneys' fees incurred in pursuing collection. A transfer, 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.

Item 2: Section 19, subsections (b) and (c) of the aforesaid Declaration shall be amended as follows:

19. Use Restrictions. The following restrictions shall apply to each Lot in the Community:

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No fireworks shall be discharged within the Community. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc.

(i) 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. 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 whether 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. When parked on driveways, vehicles shall never obstruct any portion of the common sidewalks. Parking in roundabouts or blind corners is strictly prohibited. Residents may not park at the clubhouse overnight or when they are not using the recreation tract. Guests may park at the clubhouse overnight if they obtain a guest parking pass, which shall only be permitted for up to 14 consecutive days.

(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.

Item 3: Article VII, Section 7.01 of the Bylaws shall be amended as follows:

Section 7.01 Number of Directors. The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3), but not more than five (5) Directors, which, should the Board wish to expand to five (5), the two (2) newly added seats shall be filled by election of the Owners, at the next Annual Meeting of the Owners, with appropriate terms to maintain the Board's stagger. Once expanded, if there is a vacancy on the Board, any seat may be filled by the Board of Directors until the next Annual Meeting. The initial Directors or their successors shall be appointed by Declarant and shall serve until their successors take office. Until such time as Declarant shall have conveyed the last Lot, Declarant shall be

entitled to appoint not less than two (2) Directors. Upon the replacement of all Declarant-appointed Directors pursuant to Section 7.02, the Board of Directors shall be comprised of not less than three (3), but not more than five (5) Directors who shall be Owners of Lots, elected by the Owners in person or by proxy in the manner described herein, at the a special or annual meeting of the Association. Each Director, other than Directors appointed by the Declarant, shall be an Owner of a Lot, or in the case of a corporate or partnership Owner, a duly authorized agent, or representative of the corporate or partnership Owner, however, no more than one Owner per Lot can serve on the Board of Directors at any time. The corporate or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. In any election of Directors, the nominees receiving the highest number of votes, either in person or by proxy, shall be the Owners elected to the Board of Directors.

A. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited. There shall be no quorum requirement; provided, however, at least twenty percent (20%) of the eligible votes must cast a vote in order to have a valid election.

B. Written notice of the scheduled election shall be mailed, hand delivered or electronically transmitted to each Member at her/his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

C. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association.

D. Upon the timely request of the candidate as set forth in this subparagraph, the Association shall include, with the second notice of election described in Paragraph E below, a copy of an information sheet which may describe the candidate's background, education and qualifications as well as any other factors deemed relevant by the candidate. The information sheet shall not exceed one side of a sheet which shall be no larger than eight and one-half (8-1/2) by eleven (11) inches. Any candidate desiring the Association to mail or personally deliver copies of an information sheet to the eligible voters must furnish the information sheet to the Association not less than 35 days before the election. The Association is not liable for the contents of the information sheets prepared by the candidates. The Association shall not edit, alter or otherwise modify the content of the information sheet. The original copy provided by the candidate shall become part of the official records of the Association.

E. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Each Lot shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate.

Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Lot address being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Lot and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

F. The written ballot shall indicate in alphabetical order by surname, each and every Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn her/his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner hereinafter provided.

G. Any envelopes containing ballots not pre-validated as provided in subsection (H) below shall be collected by the Association and shall be transported to the location of the election. An impartial committee of persons appointed by the Board shall validate and process the ballots (for purposes hereof "impartial" shall mean persons who are not current officers or directors, candidates, or the spouses of any of the foregoing). The Association shall have available additional blank ballots at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in subsection 2(F) hereof. At the meeting, as the first order of business, ballots not yet cast shall be collected. Next, the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters, unless previously verified as set forth in subsection 2(I) below. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" or with

words of similar import, and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Unit Owners in attendance, and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Unit Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained as part of the official records of the Association for such time period as may be required by Section 720.303(4), Florida Statutes. Board members whose terms expire and who are not reelected shall relinquish their Board positions, and those positions shall be assumed by the duly elected Board members.

H. The Association may verify outer envelope information in advance of the meeting by designating management, or an impartial committee to conduct such verification at a duly-noticed committee meeting held in advance of the election meeting (for purposes hereof "impartial" shall mean persons who are not current officers or directors, candidates, or the spouses of any of the foregoing). The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted.

J. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies. In such case, not later than the date of the scheduled election, the Association shall call and hold a meeting of the membership to announce the names of the new Board members, or shall notify the Owners that one or more Board member positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

Item 4: Article VII, Section 7.02(c) of the Bylaws shall be amended as follows:

....

(c) 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 until the next Annual Meeting.~~ 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.

Item 5: Article VII, Section 7.03 of the Bylaws shall be amended as follows:

Section 7.03 Nominations to Board of Directors. Owners may be nominated for election to the Board of Directors by timely submitting their notice of intent to be a candidate in accordance with Section 7.01 of these Bylaws. ~~in one of the following ways:~~

- ~~(a) A Director shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors.~~
- ~~(b) An Owner who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of at least five (5) other Owners.~~

Item 6: Article VII, Section 7.04 of the Bylaws shall be amended as follows:

Section 7.04 Vacancy on the Board of Directors. Except as provided in Section 7.01 hereof with respect to Directors appointed by Declarant, if the office of any Director shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall serve for the unexpired term of the Director he is replacing until the next Annual Meeting, in which case the replacement Director may be re-elected in accordance with these Bylaws. In the event that there shall be a deadlock in the voting for his successor by the remaining Directors, the one Director with the longest continuous term on the board shall select a successor. ~~At the expiration of the term of his position on the board of directors, the replacement Director shall be reelected or his successor shall be elected in accordance with section 7.01 of these Bylaws.~~