

This instrument was prepared by:  
Paul J. Milberg, Esquire,  
Milberg Klein, P.L.  
1300 N. Federal Highway, Ste 205  
Boca Raton, Florida 33432

**CERTIFICATE OF AMENDMENT OF COMMUNITY DECLARATION,  
BY-LAWS, AND ARTICLES OF INCORPORATION OF ENCLVE AT  
BOCA DUNES HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS, ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.**  
is the Florida not-for-profit corporation required by the provisions of Florida  
Statutes §720 (the "Association"), to operate and maintain the Association according  
to the Community Declaration for Enclave at Boca Dunes, originally recorded at Official  
Records Book 29025 at page 222, et. seq. in the Public Records of Broward County,  
Florida, and thereafter revived by that document recorded by Instrument Number  
114884896 in the Public Records of Palm Beach County, Florida, and all amendments  
thereto;

**IT IS HEREBY CERTIFIED THAT** the attached Amendments to the Community  
Declaration, By-Laws, and Articles of Incorporation of Enclave at Boca Dunes  
Homeowners Association, Inc. were duly adopted by the Voting Members on  
December 10, 2025, in the manner provided for in the governing documents.

**NOW THEREFORE,** the Association submits the attached amendments for  
recording in the Palm Beach County Public Records.

**IN WITNESS WHEREOF,** we have set our hands and seals this \_\_\_\_ day of  
December, 2025.

**WITNESSES**

Sign



Print Name: KRISTINA ROSERO

Address: 9469 Glider Way  
Boca Raton 33428 Bc

Sign Doreen Engelhardt

Print Name: Doreen Engelhardt

Address: 9961 Brickhill Drive  
Boca Raton FL 33428

\* Notarization on next page \*

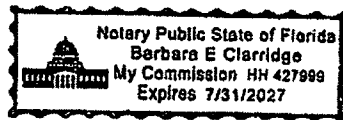
**ENCLAVE AT BOCA DUNES  
HOMEOWNERS ASSOCIATION  
INC.**

Signed: Jean Marie Nacer

Print Name: Jean-Marie Nacer

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

The foregoing instrument was acknowledged before me this 12 day of December, 2025 by Jean-Marie Nacer as President of Enclave at Boca Dunes Homeowners Association, Inc. He/She is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification and took an oath that the above is true and correct.



Barbara Clarridge  
Notary Public

## AMENDMENTS TO COMMUNITY DECLARATION, BY-LAWS, AND ARTICLES OF INCORPORATION OF FOR ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.

**AMENDMENT NO. 1: Amend Article 7.13 of the Association's Articles of Incorporation, amend Articles 3.2, 4.6 and 4.8 of the Association's By-Laws, delete Article 4.7 of the Association's By-Laws, and add New Articles 12.23, 12.46, 12.48 and 12.49 to the Community Declaration for Enclave at Boca Dunes, and Delete Article 24.9 of the Community Declaration, as follows:** (Deletions indicated by ~~strikeout~~, additions by underlining; Text appearing without underlining or strikeout is original text

*Amendment to Articles of Incorporation - - Article 7.13* To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and ENCLAVE AT BOCA DUNES, as provided in the Declaration, ~~such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services; and~~

*Amendment to By-Laws -- Article 3.2* Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year within the first quarter of the calendar year, on a date, at a time, and at a place to be determined by the Board.

*Amendment to By-Laws -- Article 4.6* Appointment and Election of Directors. ~~Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2016), from and after the expiration of the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting. 4.6 Election of Directors. The following procedures shall be followed regarding the election of Members to serve on the Association's Board of Directors:~~

1. First Notice: The Association shall mail a First Notice of the Annual Members Meeting to all Members not less than sixty (60) days prior to the date the meeting is to be held. This mailing shall announce the date, time, location and agenda of said meeting. It shall also include a self-nomination form for those Members who want to be a candidate for election to the Association's Board of Directors. The Candidate Filing Period shall close no later than forty-five (45) days prior to the meeting. The closing date and time shall be stated in the First Notice. Only one Candidate Filing Period shall occur for each election, and once established and noticed, it may not be changed or extended. The completed nomination form must be received by the Association (either by email, hand-delivery, certified mail or overnight mail) and received no later than the Candidate Filing Period due date. Nomination forms received after the Candidate Filing Period closes shall not be placed on the ballot. Candidate information sheets received after the deadline shall not be circulated. Candidate may also (but need not) submit a candidate information sheet containing information about the candidate such as background, education, qualifications and other relevant matters. This sheet will be circulated with the second notice.

2. Candidates: There will be no nominations of candidates from the floor at the

Annual Meeting, and all persons desiring to be a candidate must timely submit the self-nomination form. If the number of eligible candidates exceeds the number of open seats on the Board, there will be an election conducted in the manner described below. If there are not more eligible candidates than open seats on the Board, then those eligible persons who timely submitted a self-nomination form will be seated as directors at the annual meeting. If the number of directors seated is less than the total number of open seats on the Board, the new board shall appoint, by majority vote, persons to fill any remaining open seats.

3. Second Notice: The Association shall mail a Second Notice of the Annual Members Meeting to all Members not less than fourteen (14) days prior to the date the Annual Meeting is to be held. This Notice shall confirm the date, time, location and agenda of said meeting. If there are not enough candidates to require an election, the second notice shall note this in the agenda and provide that the new board will be seated without need for an election. Alternatively, if there are enough candidates to require an election, this notice shall include mail in ballots listing the names of the candidates in alphabetical order by last name in order to enable Members to mail in a vote for Board candidates in lieu of attending the Annual Meeting in person. This notice shall also include any timely submitted candidate information sheets. The Board shall include in the Second Notice a limited proxy for the purposes of establishing a quorum, and for allowing Members to hand in sealed ballot envelopes on behalf of other Members at the Annual Meeting within the timeframe as set forth herein below, but the limited proxy shall not be for any other issue to be voted upon. However, a quorum is not necessary to conduct an election. So long as 20 percent of the Members cast ballots – whether returned by mail or voting in person – there shall be an election regardless of whether there is a quorum.

4. Mail in Ballots: The ballot shall be a secret ballot, not to be signed by the member or marked in any way that may identify the member casting the ballot and owners will not print or sign their name and list their address on the ballot unless they wish to waive their right to secrecy. All ballots shall be printed on Association-issued paper bearing a watermark or other security marking. Ballots may not be copied or reproduced by Members. If a ballot is lost or not received, a replacement may be requested from the Association, and only the first valid ballot received with a properly executed outer envelope shall be counted. The mail in ballot is to be sealed in a ballot envelope that contains a place for the voter to print his/her name and address and that must be mailed or hand-delivered personally to the Association's Secretary (or whomever the Association designates to receive the ballots) before the Annual Members Meeting. Any envelope received that does not have the voter's name and address on the outside in a manner that is legible shall be discarded and not counted. All sealed mail in ballots received shall be placed in a ballot lockbox after recording the name and address of each mail in voter on an association roster to ensure that no owners who mail in ballots also vote in person at the annual meeting. Once a mail in ballot has been submitted, no Member shall be entitled to retrieve or change the mail in ballot. Those who do not submit mail in ballots shall be permitted to vote in person at the annual meeting. A quorum is not necessary to conduct an election. So long as 20 percent of the Members cast ballots – whether returned by mail or voting in person – there shall be an election regardless of whether there is a quorum.

5. In Person Ballots: Members who have not submitted a mail in ballot may attend the Annual Meeting in person where he/she must present valid government-issued identification (driver's license, state ID, passport, or U.S. visa) in order to be provided with a ballot that can be cast at any time up to the time that the polls are closed. Any member who has submitted a mail in ballot cannot receive a ballot at the Annual Meeting. The ballot shall be a secret ballot, not to be signed by the member or marked in any way that may identify the member casting the ballot. If the owner does sign or mark the ballot in an identifying manner, that owner will be deemed to have voluntarily waived his/her right to secrecy. Any Member submitting a sealed ballot in person must present valid government-issued identification (driver's license, state ID, passport, or U.S. visa) before the ballot will be accepted. Sealed ballot envelopes may be submitted by Members on behalf of other Members so long as a limited proxy to do so is also submitted at the same time as the sealed ballot envelope.

6. Tabulation of Votes: The vote counting shall be supervised by the attorney for the Association, or the property manager, who may solicit from the Members as many volunteers as in his or her discretion as are deemed necessary to conduct the count. Those selected to aid in counting shall not be Board Members, candidates for the Board, spouses, family members or members of the households of Board Members or candidates for the Board.

~~*Deletion of Article 4.7 of By-Laws - - 4.7 Nomination.* Prior to each election at which Owners (other than Declarant) are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the Members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.~~

~~*Amendment to By-Laws -- Article 4.8 Election.* Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2016), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.~~

~~*Deletion of Declaration Article 24.9 - - 24.9. Right to Contract for Telecommunications Services.* Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of ENCLAVE AT BOCA DUNES. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.~~

~~*Adding New Article 12.46 to Declaration - - 12.46 Occupancy:* No dwelling may be occupied by more than two (2) adult person per bedroom. For purposes of ensuring compliance with Fair Housing requirements, minors under eighteen (18) years of age are not counted for purposes of this limitation. This occupancy limitation applies to all forms of occupancy, including but not limited to, owners, tenants, and long-term guests~~

~~*Adding New Article 12.48 to Declaration - - 12.48 Limitation of Ownership of Multiple Homes.* In no event, and without limiting any other provisions contained herein, shall any individual person, (nor any~~

corporation, partnership, limited liability company, trust or any other entity that is grandfathered from the corporate ownership prohibition herein) ("Grandfathered Entity ") or collection of such persons or Grandfathered Entities, be permitted to own individually or collectively more than three (3) Homes at the Association at any given time. Similarly, no individual may hold or own a legal or beneficial interest in more than three (3) Homes at any given time (a "Prohibited Beneficial Interest"). In addition, and without limiting the foregoing, for the purpose of this restriction only, and determining whether a Prohibited Beneficial Interest exists, or determining how many Homes any person or Grandfathered Entity or combination of same are deemed to own or hold a beneficial interest in for the purpose of the (3) Home limit herein, a Home will be deemed to be owned not just by the title owner, but in the case of a person or persons owning the Home, the Home shall also be deemed to be owned by that person(s) entire family related to the record owner by blood to the second degree (this definition is intended to supersede any alternative definition of "family" in this Declaration for the limited purpose of this provision) ("Owning Family") and all Homes shall also be deemed to be owned by any Grandfathered Entity that any member of the Owning Family owns any interest in, and the Home shall also be deemed to be Owned by any Grandfathered Entity that anyone in the Owning Family is an officer, director, employee, shareholder, partner, member, agent, attorney or servant of, or independent contractor for, without regard to whether the Home is actually owned in that capacity ("Family Entity ").

In addition, and without limiting the foregoing, for the purposed of this restriction and determining whether a "Prohibited Beneficial Interest" exists, or determining how many Homes any person or Grandfathered Entity or combination of same are deemed to own or hold a beneficial interest in, a Home will be deemed to be owned by not just the title owner but if a Home is owned by a Grandfathered Entity, that Lot/Home will also be deemed to be owned by that Grandfathered Entity's affiliates, subsidiaries, parent companies, any other entity that shares any ownership interest with the Grandfathered Entity whatsoever, and any other entity that shares any shareholders, directors, officers, members, employees, agents, attorneys independent contractors with the Owning Grandfathered Entity, or to the extent any of the aforementioned are natural persons, then also including all family members of such persons to the second degree.(this language is intended to supersede any definition of family members otherwise provided in this Declaration, for the limited purpose of this restriction) without regard to whether the Home is owned as a joint business venture between such entities or the entities are otherwise deemed related (collectively, the "Owning Entities").

It is intended that the term "Prohibited Beneficial Interest" shall be construed as broadly as possible, and that it should be a violation of this Declaration for any person or Grandfathered Entity, Owning Family, Family Entity or Owning Entities or combination of same described above, to individually or collectively own or be deemed to own, more than three (3) Homes in the Association. Moreover, to the extent there exists any ambiguity at all or any dispute whatsoever as to whether any particular proposed owner of a Lot/Home shall be deemed to already own a Home for the purpose of this three (3) home limit, the decision of the Association's Board of Directors at a duly noticed meeting called for that purpose (and any other lawful purpose, if applicable) shall be final and shall conclusively resolve the issue. Nothing contained herein shall be construed to suggest that the Association must hold such a meeting for this purpose; instead, it may elect to rely on the text of this provision with regard to any denial, without the need to meet.

To the extent any person or Grandfathered Entity, Owning Family, Family Entity or Owning Entities or combination of same described above, individually or collectively, owns or be deemed to own, more than three (3) Homes in the Association at the time this Amendment is recorded, that person or Grandfathered Entity will be permitted to maintain those ownership interests, but this amendment shall apply to any future conveyances.

The Association may require any Member or Grandfathered Entity owning more than one Lot to certify in writing, on a form adopted by the Board, identifying all related persons and entities as defined above, and

the total number of votes the Member or Grandfathered Entity is entitled to exercise. The Board may rely upon recorded deeds, the Association's official records, Florida corporate filings, and sworn certifications of Members as sufficient evidence of compliance. The Board shall not be obligated to conduct independent investigations beyond these sources. The Board of Directors shall determine any disputes regarding application of this Section at a duly noticed meeting. Such determination shall be final and binding, absent manifest error or a contrary ruling by a court of law.

A primary purpose of this Section is to preserve democratic governance of the Association and to prevent any person or Grandfathered Entity, or any combination of related persons or entities, from exercising disproportionate control through bulk ownership of Lots.

***Adding New Article 12.49 to Declaration - - 12.49 No Corporate Ownership.*** A Home may be owned by one or more natural persons who have qualified and been approved by the Association as elsewhere provided herein. However, after the effective date of this amendment, title to a Home may not be acquired by or sold or otherwise transferred to a corporation, limited liability company, trust, land trust, partnership, nor any other entity. In that regard no person and/or such person's family members, and/or any entity that such person or his/her family members have any interest in, for example and without limitation, as a shareholder, stockholder, member, manager, partner, director, officer, beneficiary or trustee, may acquire or have any ownership interest in a Home. For purposes of this provision, "family members" shall be considered persons related by blood to the first or second degree, marriage or adoption.

The only exception to this will be for a Family Trust. A "Family Trust" is a trust where all grantors and beneficiaries are related by blood to the first or second degree. Title may be acquired by or sold or transferred to a Family Trust if pre-approved by the Board, with such approval contingent on the Board being provided with satisfactory evidence that the sole purpose of the Family Trust is for estate, financial or tax planning, and not for any business purposes. Any approval of ownership by a Family Trust shall be conditioned upon designation by the Trustee of one natural person to be the "Primary Occupant" of the Home. The use of the Home shall be as if the Primary Occupant were the only actual Home Owner, with the Primary Occupant being the person entitled to vote on behalf of the Home, and exercise rights of membership. If the property is sold to a corporation at public auction or any other forced sale, the property may not be occupied unless and until full title is conveyed to a natural person or Family Trust.

Any event purporting to transfer ownership or possession of a Home which shall occur in violation of any of the provisions in this Declaration is void *ab initio*. The Association may take any and all legal acts as may be necessary to terminate or void any prohibited transfer or prohibited occupancy, including but not limited to stepping in the shoes of the Owner and evicting the unauthorized occupant utilizing summary eviction proceedings as provided for in Chapters 51 and 83 of the Florida Statutes. The Association shall recover all of its costs and reasonable attorney's fees from the Owner and/or possessor of the Home, jointly and severally, through all trial and appellate levels, whether suit be brought or not, and for any post-judgment collection activities. Without limitation, as to unauthorized ownership, in the event a prohibited transfer is recorded in the public records, the Association shall be entitled to an injunction that voids the transfer, and/or an order placing the Home in a constructive trust, and/or other equitable or legal relief to void the unlawful and void transfer. Similarly, the Association shall recover all of its costs and reasonable attorney's fees from the Owner and/or the occupiers of the Unit, jointly and severally, through all trial and appellate levels, whether suit be brought or not, and for any post-judgment collection activities.

All other provisions in the Association governing documents that reference or apply to corporate entities (other than the provision limiting the number of lots owned) shall be deemed to apply as to lots owned by corporations prior to the recording of this amendment, as said lots are grandfathered from enforcement.

*Adding New Article 12.23 to Declaration* - - ~~12.23-Intentionally Omitted.~~ Application and Approval for Conveyances - In order to maintain a community of congenial residents who are financially and otherwise responsible, and law abiding, and thus protect the value of the homes and preserve the existence of the Association property, in accordance with the text hereof. No Owner may convey or otherwise dispose of a property or any interest therein by sale or other similar means (including agreement for deed, installment sales contract or other similar transactions) without prior written approval by the Association. Any purported transfer in violation of this provision is void *ab initio* and of no force and effect.

If any Owner shall acquire his or her title to, possession of, or right to occupy a Property by any other manner the continuance of ownership, possession or occupancy including voting and use rights of the Property shall be subject to the written approval of the Association under the procedures outlined below.

#### 1. NOTICE TO THE ASSOCIATION/APPLICATION PROCESS

(a) Notice to Association of Sale, Transfer or Conveyance: An Owner intending to transfer convey, or sell his/her Property or any interest thereto shall give the Board of Directors at least thirty (30) days' notice prior to the intended closing date or transfer. This notice shall include an application and information containing: the name and address of the intended purchaser(s)/transferees and any proposed Property occupants; an executed copy of the complete proposed purchase and sale agreement, or any instrument being utilized to convey title to the Property (including any addenda and exhibits); and any other information concerning the intended purchaser/transferee, proposed Property occupants and the transaction as the Board of Directors may reasonably require. The Board may require for the intended purchaser(s)/transferee(s), without limitation, federal and state tax documentation, payroll documentation, credit history and other income and financial documentation. The Board of Directors may require a personal interview conducted in-person or virtually with the prospective purchaser, grantee, and adult occupants, done at the discretion of the Board of the Directors.

In the event the prospective purchaser(s)/transferee(s), or any family member, guest or invitee of the prospective purchaser(s)/transferee(s), move into the Property without the prior written permission of the Association, the application to purchase/convey shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy. In such an event, the prospective purchaser(s)/transferee(s), and the current Property Owner shall be jointly and severally liable for the Association's costs and reasonable attorneys' fees through all appellate levels and any legal fees incurred regardless of whether or not suit is brought.

(b) Background Check: In addition to the above, the prospective purchaser(s)/transferee(s)-and all proposed or intended Property occupants aged eighteen (18) or over, must agree to a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history, civil litigation history, employment verification, personal references (the "Background Check"). The costs of the Background Check for all proposed Property occupants aged eighteen (18) or over, shall be payable by the prospective purchaser(s)/transferee(s). Without limiting anything herein, no Owner may close on the



sale of, or convey title to any Property until the seller or Owner tenders to the Association a completed application and the appropriate charges for processing same.

For proposed occupants from a foreign country, the Association shall have the right to perform upon all proposed owners, and occupants aged eighteen (18) or over, an International background investigation, including but not limited to, the proposed occupant's criminal, financial and residential history. The Association may require the following from a proposed foreign national occupant: valid passport, valid driver's license, valid visa (if required by the US Government).

(c) *Gift, Devise or Inheritance; Other Transfers:* A Property Owner who has obtained his or her title by gift, devise or inheritance, or by any other manner not provided for above, shall give to the Association notice of the acquiring of his or her title at least thirty (30) days prior to the intended closing or title transfer date. This notice shall include such information concerning the transferee as the Board of Directors may reasonably require, including, but not limited to, documentation relating to credit and financial information, all information regarding a Background Check of the transferee and any proposed or intended occupants, and certified copies of the instruments to be used in transferring title.

In the event the transferee or any family member, guest or invitee of the transferee move into the Property without the prior written permission of the Association, the application for approval shall be deemed automatically withdrawn and the transfer deemed void *ab initio*. Under such circumstances, the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the transferee and the prior Property Owner shall be jointly and severally liable for the Association's costs and reasonable attorneys' fees through all appellate levels and whether or not suit is brought.

(d) *Association Response:* The written notice shall not be deemed complete until the Association has been provided all of the above-noted materials, information and funds. The Association shall have fifteen (15) days from submission of the materials and information to review and advise if more information and materials are needed, and request that they be provided to the Association. Within thirty (30) days after receipt of such notice and all required information, documentation and fees, the Association must either approve or disapprove the proposed transfer of title or possession of the Property, whether by sale, gift, or other transfer. If the Association fails to respond within this thirty (30) day period to a fully completed application, the transfer shall be deemed approved unless the Owner is delinquent in any monetary obligations owed the Association or the sub-association, or the information contained in the application does not, on its face, create a violation of the Association's governing documents.

(e) *Failure To Give Notice:* If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or transferring ownership/possession of a Property, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

## 2. APPLICATION CHARGE

Every request for approval of a proposed sale or other transfer, whether by gift, devise, inheritance or otherwise, shall be accompanied by a non-refundable Application Charge, per applicant and per each occupant aged eighteen (18) and older in an amount to be determined by the Board. The Application Charge shall be paid with the giving of the notice of sale or transfer, and the notice of sale or transfer shall not be deemed complete unless and until the Application Charge is paid in full. The timeframe for approval of the sale or transfer shall not begin to run until both the Application Charge and all true and correct

documentation required, as set forth above have been received. This payment shall not be deemed received unless and until the funds have cleared.

### 3. APPROVAL/DISAPPROVAL

- (a) Approval by Association: If approved, the approval shall be stated in a Certificate of Approval executed by any officer or designated agent of the Association, in recordable form and shall be delivered to the purchaser or transferee. The approval of ownership shall be conditioned upon approval of all natural persons comprising the ownership of the property, including trustees or beneficiaries of trusts. Any change in Occupants of the ownership of the Property (including trustee/beneficiaries of a trust) shall be deemed a change of ownership subject to Board of Director approval.
- (b) Disapproval by Association: If the sale or transfer is not approved, then the proposed transaction shall not be permitted, and the Association shall provide written notice to the applicant advising that the proposed transaction has been denied. If the Property owner giving notice has acquired title by gift, devise, inheritance or in any other manner not previously considered, and the Association disapproves the application for occupancy, then occupancy shall not be permitted and without limitation of any other remedies, the Association may remove any unapproved occupants who have moved into the Property in any manner permitted by law. Under such circumstances, the occupants and/or owners shall be jointly and severally responsible to reimburse any attorneys' fees incurred by the Association in obtaining removal of the unapproved occupants, including legal fees incurred whether or not suit is brought.
- (c) Criteria for Disapproval: The Board of Directors shall have the right, by majority vote, to disapprove any proposed sale or transfer of a Home for good cause as defined below. In exercising this authority, the Board shall have no obligation to provide or procure a substitute purchaser, nor to acquire the Home for which approval is denied. Any one good-cause factor shall constitute an independent and sufficient basis for disapproval:
  - (1) One of the persons seeking approval (including any and all prospective occupants) are a registered sex offender or listed on the Florida Department of Law Enforcement's Sexual Predator List; or have been convicted of, or pled no contest to, crimes involving extreme violence (i.e., murder, attempted murder, manslaughter, aggravated assault, aggravated battery), or sexual assault/sexual offenses requiring registration, aggravated stalking, kidnapping, or armed robbery. Such applicants will never be eligible to purchase, lease or occupy property in the Association;
  - (2) One of the persons seeking approval (including any and all prospective occupants) has a criminal history which includes any of the following: has been convicted of a felony within the last fifteen (15) years or a misdemeanor within the last seven (7) years involving violence to persons, destruction/theft of property, sale or distribution of controlled substances, sale or distribution of prohibited weapons or explosives, driving while intoxicated, or a felony demonstrating dishonesty or moral turpitude, or who has been charged with any such felonies or misdemeanors and the person was not acquitted, the charges were not dropped, adjudication has been withheld, or there has been a pleading or nolo contendere/no contest. The terms "felon" or "misdemeanor" shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation, the Association may categorize the criminal activity based on how it would be categorized under Florida law. All dates are calculated from the date of disposition;
  - (3) The application for approval on its face or facts discovered in connection with the Association's investigation, indicates that the person seeking approval intends to conduct himself in a manner

inconsistent with the covenants and restrictions applicable to the Association or the occupancy is inconsistent with the aforementioned;

- (4) A Prospective applicant has a record of financial irresponsibility, or the application indicates that the applicant does not appear to have adequate financial resources. Factors that may be considered in reaching this conclusion include the applicant having a bad credit score (650 or under for these purposes) or otherwise poor credit history, a history of not paying monetary obligations, prior bankruptcies, foreclosures, or bad debts, and current employment and income.
- (5) A prospective titleholder or occupant took possession of the premises prior to approval by the Association as provided for herein;
- (6) Any person seeking approval has a documented history of misconduct within this or another community, including, but not limited to, acts of vandalism, harassment, threats, violence, property damage, or other behavior demonstrating a disregard for community rules or the rights or property of others.
- (7) A prospective occupant has been evicted from another property within the last seven (7) years;
- (8) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or included inaccurate or false information in the application;
- (9) The Owner seeking to sell the Home/homeowner has not paid in full all assessments, charges or monetary obligations against the Property, or there remains an open violation on the Property that has not been fully cured.
- (10) A prospective owner or prospective occupant has not paid in full all charges or monetary obligations owed to the Association.
- (11) Proposed adult occupants consist of more than two (2) adult persons per bedroom in any dwelling.

#### 4. VIOLATION OF THESE PROVISIONS

Without limitation, any event purporting to transfer ownership by sale, gift, devise or inheritance or any manner not previously considered, must be in accordance with the above, and the continuance of ownership and occupancy as well as voting or use rights of the Property are subject to Association approval. Any event purporting to transfer ownership, or give possession of a Property in any manner whatsoever which shall occur in violation of any of the above provisions or any provisions in the Association's Governing Documents shall be void *ab initio*.

The Association may take any and all legal action at its disposal as may be necessary to terminate or enjoin any prohibited transfer, or continued ownership or possession, including but not limited to stepping into the shoes of the Owner and evicting the occupant in the manner provided for in Chapter 83 of the Florida Statutes. Under such circumstances, the Association shall recover all costs and reasonable attorneys' fees incurred from the Owner and or occupant of the Property, jointly and severally, through all appellate levels including legal fees incurred, whether or not suit is brought. In addition, the transfer shall not be recognized by the Association for any purpose whatsoever. To the fullest extent permitted by law, the Association will

refuse to recognize ownership of any unapproved owner and deem such transfer void *ab initio*. Similarly, and without limitation, the Association may deactivate or refuse to provide fobs or parking decals (only to the extent occupants have an alternative manner of entering the community) of any unapproved owner/ or occupant, and may tow the vehicle of any unapproved owner or occupant improperly parked in the community.

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**AMENDMENT NO. 2 : Amend Article 12.22 of the Community Declaration for Enclave at Boca Dunes, as follows:** (Deletions indicated by ~~strikeout~~, additions by underlining; Text appearing without underlining or strikeout is original text without change):

12.22 No Home shall be leased, or otherwise occupied without the presence of the Owner, within the initial twelve (12) calendar months following the date that the Owner obtained record title to such property by whatever manner the conveyance occurred, other than where title to the property is obtained through inheritance. After twelve (12) full months have passed since conveyance of title, the Owner may lease the Home or permit guest occupancy without an owner present subject to the tenant screening and approval process and all other leasing requirements/restrictions contained in this Declaration.

A Home may not be sold/conveyed subject to an existing lease as such a conveyance would act to violate this leasing prohibition. If a Home is under a lease at the time Owner wishes to sell or convey title, Owner must first terminate the lease and regain legal possession of the Home from all tenants/occupants.

Should this provision be violated, the Association shall have the right to seek immediate eviction of the tenants/residents utilizing summary eviction proceedings pursuant to Chapter 83 and/or 51 of Florida Statutes, and obtain possession of the Home after giving 7 days advanced written notice to Owner and the Tenant of its intention to do so, and Owner is hereby deemed to appoint the President of the Association as Owner's attorney-in-fact for the purpose of exercising this right and for no other purpose. Under such circumstances, Owner shall be responsible to reimburse the Association for all costs and attorneys' fees incurred by the Association in seeking eviction/removal of the tenants/residents. Owner's failure to pay these amounts owed shall entitle the Association to charge the fees and costs as an assessment and collect these in the same manner as authorized herein for collection of assessments.

All leases, lease renewals, and persons occupying a Home pursuant to a lease, must be pre-approved by the Board in the manner provided for herein. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right,

but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner ~~may~~ shall be required to collect from their respective Lessee and remit to the Association a security deposit in an amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this requirement the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Any Owner who leases a Home shall be deemed a "Landlord" and shall pay to the Association a Landlord Fee in an amount equal to the Association's then-current monthly Installment Assessment for a Home. The Landlord Fee shall be due at the commencement of each lease and shall be paid annually for so long as the Home remains leased. Any unpaid Landlord Fee shall be deemed an Assessment and may be collected by the Association in the same manner as Assessments, including the imposition of a lien against the Home and foreclosure in accordance with Chapter 720, Florida Statutes.

All leases and occupancy agreements for a Home, as well as the relevant Lessee(s) shall be subject to the prior written approval of the Association, and a non-refundable transfer fee shall be paid to the Association equal to the greater of either \$200.00 per applicant or an alternate amount per applicant as determined by the Board from time to time. As part of conducting the approval process, the Association shall be authorized to obtain a background and/or financial check on each prospective applicant and reasons for disapproval may be based on the following criteria:

- (i) Prospective applicant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property which conviction occurred within the ten (10) years preceding the submission of their application;
- (ii) Prospective applicant is a registered sex offender;
- (iii) Prospective applicant has a minimum credit score less than 650 as indicated on the financial report obtained by the Association (when there is more than one prospective applicant for a Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all prospective applicants of a Unit);
- (iv) Prospective applicant was dishonest on any written application or communication with the Association;
- (v) Prospective applicant prematurely took up residency of the Home prior to a determination of

- approval or disapproval by the Association;
- (vi) — Owner is delinquent on a monetary obligation owed to the Association; or
  - (vii) — Owner has an existing and uncured violation of the governing documents of the Association.
  - (viii) — Owner has an existing and uncured violation of the governing documents of the Association.

If a written determination regarding approval or disapproval is not provided to the Owner within thirty (30) days of the Association's receipt of all required documentation, information and transfer fees, then the transfer shall be automatically deemed approved.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, ALL LEASE AGREEMENTS SHALL DISCLOSE THE EXISTENCE OF THE DECLARATION RESTRICTIVE COVENANT REFERENCED IN SECTION 3.4 ABOVE AND CONTENTS AND RESTRICTIONS CONTAINED THEREIN, INCLUDING REFERENCE BY RECORDED INSTRUMENT NUMBER OR OFFICIAL RECORDS BOOK/PAGE AFTER RECORDING OF THE DECLARATION OF RESTRICTIVE COVENANT IN THE PUBLIC RECORDS.

Application and Approval for Leasing. In order to maintain a community of congenial residents who are financially and otherwise responsible, and law abiding, and thus protect the value of the homes and preserve the existence of the Association property, in accordance with the text hereof, the leasing of any property shall require that the prospective tenants and occupants aged eighteen (18) and older undergo a background investigation (including an international background investigation if applicable) and all prospective adult occupants must be pre-approved by the Association. The leasing of any property shall be subject to the following provisions:

#### 1. TRANSFERS SUBJECT TO APPROVAL

(a) Lease: All persons desiring to rent a Home, must submit the requisite applications and fees and obtain written approval from the Association prior to occupying the Home, in the manner provided for herein. No one except a previously approved tenant shall be allowed to occupy a Home, either as a guest or otherwise, while any application for lease is pending before the Association. Approvals are only valid for the length of the lease term contained in the written lease, which shall not exceed one calendar year from the start of the lease. If the lease/tenancy is renewed or extended, this must be pre-approved by the Association in the same manner as a new tenancy. Regarding lease renewals, applications for approval of renewal of the previously approved lease/tenancy must be submitted no later than forty-five (45) days prior to the expiration of the lease term with the owner applying to the Board in the same manner provided for herein for new leases. Failure to timely seek re-approval of a renewal or extension of a lease shall be a valid basis for denial of the lease renewal/extension.

(b) Permissible Lease back - The Association may, but need not, grant a limited exception to allow leasing of the Lot/Home by the purchaser back to the seller for up to a one consecutive year lease. However, this exception is only intended to allow brief continued occupancy by the owner and any family members who were properly occupying the Lot/Home at the time of the sale.

## 2. NOTICE TO THE ASSOCIATION/APPLICATION PROCESS

(a) *Notice to Association of Leasing:* An Owner intending to lease his or her Property shall give the Board of Directors at least forty-five (45) days' Notice of Intent to Lease prior to the proposed tenancy. The Notice of Intent to Lease must include the names and addresses of the intended lessees and occupants, a copy of the proposed lease agreement, a completed application by all prospective tenants and occupants aged eighteen (18) years and older, payment of all required fees, and such other information as the Board of Directors may reasonably require on forms that are supplied by the Board of Directors. The written notice of intent to lease shall not be deemed complete until the Association has been provided all of the above-noted materials, information and funds as determined by the Board of Directors. Once the notice of intent to lease with all the above noted materials, information, and funds is determined to be complete and received by the Board of Directors, the Board of Directors must either approve or disapprove the lease within the next 30 days.

(b) *Background Check:* In addition to the above, the prospective Lessee(s) and all proposed or intended Property occupants aged eighteen (18) or over, must agree to a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history, civil litigation history, employment verification, personal references (the "Background Check"). The costs of the Background Check for all proposed Property occupants aged eighteen (18) or over, shall be payable by the prospective lessee(s)/transferee(s). Without limiting anything herein, no Owner may lease any Property until the lessor Owner tenders to the Association a completed application and the appropriate charges for processing same.

For proposed occupants from a foreign country, the Association shall have the right to perform upon all proposed tenants and occupants aged eighteen (18) or over, an International background investigation, including but not limited to, the proposed occupant's criminal, financial and residential history. The Association may require the following from a proposed foreign national occupant: valid passport, valid driver's license, valid visa (if required by the US Government).

(c) *Association Response:* The written notice shall not be deemed complete until the Association has been provided all of the above-noted materials, information and funds as determined by the Board of Directors. Within thirty (30) days after receipt of such notice and all required information, documentation and funds, the Association must either approve or disapprove the proposed lease. If the Association fails to respond within this thirty (30) day period to a fully completed application, the transfer shall be deemed approved unless the Owner is delinquent in any monetary obligations owed to the Association or the sub-association, or the information contained in the application does not, on its face, create a violation of the Association's governing documents.

(d) *Failure To Give Notice:* If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event leasing of a Property, or occupancy of a Property without the presence of an Owner, the Board of Directors at its election and without notice may approve or disapprove the lease, transaction, or occupancy. If the Board of Directors disapproves the lease, or occupancy of a Property without the presence of an Owner, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

## 2. APPLICATION CHARGE

Every request for approval of a lease shall be accompanied by a non-refundable Application Charge, per applicant and per each occupant aged eighteen (18) and older in an amount to be determined by the Board. The Application Charge shall be paid with the giving of the notice of lease, and the notice of lease shall not be deemed complete unless and until the Application Charge is paid in full. The timeframe for approval

of the lease shall not begin to run until both the Application Charge and all true and correct documentation required, as set forth above have been received. This payment shall not be deemed received unless and until the funds have cleared.

### 3. APPROVAL/DISAPPROVAL

- (a) Approval by Association: If approved, the approval shall be stated in a Certificate of Approval executed by any officer or designated agent of the Association, in recordable form and shall be delivered to the lessee and owner of the property.
- (b) Disapproval by Association: If the lease is not approved, then the proposed transaction shall not be permitted, and the Association shall provide written notice to the applicant advising that the proposed transaction has been denied. The Association may remove any unapproved occupants who have moved into the Property in any manner permitted by law. Under such circumstances, the occupants and/or owners shall be jointly and severally responsible to reimburse any attorneys' fees incurred by the Association in obtaining removal of the unapproved occupants, including legal fees incurred whether or not suit is brought.
- (c) Criteria for Disapproval: The Board of Directors shall have the right to disapprove a proposed lease of any Lot by majority vote for good cause as defined below. The Board shall consider the following factors as constituting good cause for such disapproval, with any one of the factors by itself potentially an acceptable basis for disapproval:
  - (1) One of the persons seeking approval (including any and all prospective occupants) are a registered sex offender or listed on the Florida Department of Law Enforcement's Sexual Predator List; or have been convicted of, or pled no contest to, crimes involving extreme violence (i.e., murder, attempted murder, manslaughter, aggravated assault, aggravated battery), or sexual assault/sexual offenses requiring registration, aggravated stalking, kidnapping, or armed robbery. Such applicants will never be eligible to lease or occupy property in the Association;
  - (2) One of the persons seeking approval (including any and all prospective occupants) has a criminal history which includes any of the following: has been convicted of a felony within the last fifteen (15) years or a misdemeanor within the last seven (7) years involving violence to persons, destruction/theft of property, sale or distribution of controlled substances, sale or distribution of prohibited weapons or explosives, driving while intoxicated, or a felony demonstrating dishonesty or moral turpitude, or who has been charged with any such felonies or misdemeanors and the person was not acquitted, the charges were not dropped, adjudication has been withheld, or there has been a pleading or nolo contendere/no contest. The terms "felon" or "misdemeanor" shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation, the Association may categorize the criminal activity based on how it would be categorized under Florida law. All dates are calculated from the date of disposition;
  - (3) The application for approval on its face or facts discovered in connection with the Association's investigation, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association or the occupancy is inconsistent with the aforementioned;
  - (4) A Prospective applicant has a record of financial irresponsibility, or the application indicates that the applicant does not appear to have adequate financial resources. Factors that



- may be considered in reaching this conclusion include the applicant having a bad credit score (650 or under for these purposes) or otherwise poor credit history, a history of not paying monetary obligations, prior bankruptcies, foreclosures, or bad debts, and current employment and income.
- (5) A prospective tenant or occupant took possession of the premises prior to approval by the Association as provided for the herein;
  - (6) Any person seeking approval has a documented history of misconduct within this or another community, including, but not limited to, acts of vandalism, harassment, threats, violence, property damage, or other behavior demonstrating a disregard for community rules or the rights or property of others.
  - (7) A prospective tenant or occupant has been evicted from another property within the last seven (7) years;
  - (8) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or included inaccurate or false information in the application;
  - (9) The Owner seeking to lease the Home/homeowner has not paid in full all assessments, charges or monetary obligations against the Property, or there remains an open violation on the Property that has not been fully cured.
  - (10) Failure to timely seek re-approval of a renewal or extension of a lease.
  - (11) Proposed adult occupants consist of more than two (2) persons per bedroom in any dwelling.

#### 4. VIOLATION OF THESE PROVISIONS

Without limitation, any event purporting to lease or transfer must be in accordance with the above and is subject to Association approval. Any event purporting to lease or transfer, or give possession of a Property in any manner whatsoever which shall occur in violation of any of the above provisions or any provisions in the Association's Governing Documents shall be void *ab initio*.

The Association may take any and all legal action at its disposal as may be necessary to terminate or enjoin any prohibited lease, or possession, including but not limited to stepping into the shoes of the Owner and evicting the occupant in the manner provided for in Chapter 83 of the Florida Statutes. Under such circumstances, the Association shall recover all costs and reasonable attorneys' fees incurred from the Owner and or occupant of the Property, jointly and severally, through all appellate levels including legal fees incurred, whether or not suit is brought. In addition, the lease or occupancy shall not be recognized by the Association for any purpose whatsoever. To the fullest extent permitted by law, the Association will refuse to recognize tenancy or occupancy of any unapproved tenant or occupant and deem such transfer void *ab initio*. Similarly, and without limitation, the Association may deactivate or refuse to provide fobs or parking decals (only to the extent occupants have an alternative manner of entering the community) of any unapproved occupant, and may tow the vehicle of any unapproved occupant improperly parked in the community.

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**AMENDMENT NO. 3: Amend Articles 17.12 and 12.14 of the Community Declaration for Enclave at Boca Dunes, and add new article 12.47 to the Community Declaration, as follows:** (Deletions indicated by ~~strikeout~~, additions by underlining; Text appearing without underlining or ~~strikeout~~ is original text without change):

*Declaration Article 17.12 - Resale Contribution.* After the Home has been conveyed by Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to two (2) months Installment Assessments applicable to such Home (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Capital Contribution. As of the date of recordation of this Amendment, upon any conveyance of a Lot, Home or Parcel that requires approval by the Association as otherwise set forth herein, the new owner/transferee shall pay to the Association a capital contribution in the amount of \$ three (3) months of the then current Installment Assessments ("Capital Contribution"). If the conveyance is the result of a resale, the Capital Contribution shall be collected at closing on such resales and be payable directly to the Association. If the conveyance is the result of a gift, or through devise, inheritance or any other manner for which Association approval is required, the Capital Contribution must be paid within thirty (30) days of the conveyance. The Capital Contribution, if not paid directly from the closing proceeds of a sale, or within thirty (30) days of any other conveyance, shall be deemed an Individual Assessment against the property and become due within thirty (30) days of the sale, transaction or conveyance of title from the person(s) to whom title has been conveyed. In the event such Individual Assessment is not timely paid, it may be collected by the Association in the manner of any unpaid assessment as set forth herein, including the right to place a lien on the property and subsequently foreclose on that lien. This Capital Contribution shall be maintained as working capital for the use and benefit of the Association for the purpose of general maintenance/operating expenses, capital expenses, reserves, or any other expense as to be decided by the Board. This sum shall not be considered as an advance payment of the Association's Annual Assessments and is in addition to any other Assessments provided for herein, and may be commingled by the Association with any of its other funds.

*Declaration Article 12.14 – Fences and Walls.* No walls or permanent fences shall be erected or installed by an Owner within ENCLAVE AT BOCA DUNES. ~~This provision shall not apply to walls or fences installed by the Declarant.~~ Temporary fences that are not anchored to the ground and that can be easily installed, moved or removed, may be utilized upon applying for and obtaining written pre-approval from the Board. The Board may establish community guidelines to regulate things such as size, style, color, and placement of such temporary fences. Any approved temporary fence that impedes the Association's ability to perform the Association's landscaping or other maintenance obligations will act to absolve the Association from any liability for failure to perform such maintenance responsibilities, and will require that the Owner shall perform such maintenance to his or her Lot at such Owner's sole cost and expense. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner, in accordance with section 10.2.1. The Association will not be responsible for damage to such temporary fences and/or gates resulting from lawn and landscape maintenance. Owners shall ensure that any temporary fence is safely secured and/or removed prior to any strong-wind weather event, tropical storm and/or hurricane to prevent any such fence from becoming a projectile or other hazard, or otherwise causing damage to any person, pet, or property.

*Adding New Article 12.47 to Declaration - Guest Occupancy*

- A. DEFINITIONS: For the purpose of enforcing this provision, the following terms apply:
1. "Guest" refers to any person permitted by an owner or an approved tenant (or his/her respective family) to access the Home for the purpose of visiting the Owner or approved Tenant (or his/her respective family).
  2. "Occupy" refers to a Guest who stays Overnight in the Home.
  3. "Overnight" refers to accessing the Home between the hours of 1:00 A.M. and 6:00 A.M.
  4. "Long-Term Guest" is someone who Occupies the Home for more than fourteen (14) consecutive days or more than thirty (30) days in a calendar year.
  5. "Related Guest" is someone related to the Homeowner or Approved Tenant by blood, marriage, domestic partnership or adoption to the following degree: parent, grandparent, child, grandchild, or sibling.
- B. NON-OVERNIGHT GUESTS: Guests who are not Occupying a Home shall be entitled to use the Association facilities only when accompanied by the Homeowner or approved Tenant (or an adult resident member of the Homeowner's or Tenant's Family).
- C. RELATED GUESTS: Related Guests may Occupy a Home in the absence of the Homeowner/Approved Tenant for any length of time, but this Occupancy shall be subject to screening and approval requirements detailed below if Occupying the Home as a Long-Term Guest).
- D. UNRELATED GUESTS: A Homeowner or approved Tenant (or an adult resident member of the Homeowner's or Tenant's Family) must be present when Unrelated Guests Occupy a Home (including Long Term Guests).
- E. LONG TERM GUESTS: Any and All Long-Term Guests, (including Related Guests) and live-in health care aides, must be screened and pre-approved by the Board of Directors in the same manner as a tenant.
- F. MISCELLANEOUS
1. The Association may restrict or prohibit Guest visitation for any length of time by convicted felons, including but not limited to registered sex offenders.
  2. Owners may have their Homes inspected by caretakers/home watchers when the Owner is out of town, but such persons may not Occupy the Home or otherwise use the Association's recreational facilities.
  3. In the event that Home Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the Association's leasing provisions are not being violated.

4. Any unapproved Long-Term Guest who Occupies the Home shall be subject to removal.
5. Vehicles of unregistered and/or unapproved Long-Term Guests shall not be permitted to park on Association property and shall be subject to towing.
6. The Board may promulgate additional rules, policies, and procedures to regulate guests and occupancy.

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**AMENDMENT NO. 4: Amend Article 12.4.1 of the Community Declaration for Enclave at Boca Dunes, as follows:** (Deletions indicated by ~~strikeout~~, additions by underlining; Text appearing without underlining or strikeout is original text without change):

12.4.1 Parking. Owners', Occupants', Lessees' and Long Term Guests', vehicles shall be parked in the garage or driveway of ~~the their respective Owner's~~ Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of ENCLAVE AT BOCA DUNES or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways, except in designated parking areas, if any. To the extent ENCLAVE AT BOCA DUNES has any guest parking, Guest parking is available alongside the Association's private roadways, so long as the parking complies with the parking regulations herein and the Rules and Regulations of the Association as adopted by the Board from time to time. Owners are prohibited from parking in such guest parking spaces, except for periods shorter than two (2) consecutive hours when necessary to accommodate contractors/vendors performing work at the property or for temporary loading and unloading. No vehicle shall be parked in any manner which endangers or impedes vehicular or pedestrian traffic. Vehicles shall not park in violation of County regulations, or ordinances, including in such a way that blocks or creates a hazard for other vehicles, including emergency vehicles. Vehicles shall be parked in the direction of traffic movement. Between the hours of 12:01 a.m. to 6:00 a.m., there shall be no parking on the private roadways and clubhouse parking lot unless an overnight parking permit is obtained from the Association. No vehicles used in business for the purpose of transporting goods, equipment and the like shall be parked in ENCLAVE AT BOCA DUNES except during the delivery of goods or during the provision of services. The Association may implement a registration and/or decal requirement to assist in identifying Owners' Occupants' Lessees' and Long-Term Guests' vehicles and ensuring compliance with this provision.

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**AMENDMENT NO. 5: Amend Article 12.4.4 of the Community Declaration for Enclave at Boca Dunes, as follows:** (Deletions indicated by ~~strikeout~~, additions by underlining; Text appearing without underlining or strikeout is original text without change):

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle. ~~if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a~~

~~vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise not guilty of any criminal act, by reason of such towing or removal. and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.~~

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