

This instrument prepared by and
upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**SECOND AMENDMENT
TO THE COMMUNITY DECLARATION FOR
ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE COMMUNITY DECLARATION FOR ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made by K. HOVNANIAN AT BOCA DUNES, LLC, a Florida limited liability company (the "Declarant") and joined by ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Community Declaration (the "Declaration") for Enclave at Boca Dunes Homeowners Association, Inc., including all pages thereof and exhibits thereto, was recorded at Official Book 29025 at Page 222, et seq. in the Public Records of Palm Beach County, Florida, as thereafter amended by the First Amendment recorded at Official Book 29649 at Page 477, et seq. also in the Public Records of Palm Beach County, Florida.

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to Turnover, without the joinder or consent of any person or entity whatsoever.

C. The Turnover has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein and declares that every portion of the Enclave at Boca Dunes Homeowners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Covenant. This Amendment shall be a covenant running with the land.
5. Amendment to the Declaration:

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

12.22 Leases. 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 ~~shall~~ may be required to collect from their respective Lessee and remit to the Association a security deposit ~~in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other 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 Section 12.22, 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.~~

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 the prospective applicants of the Unit);
- (iv) Prospective applicant has a history of financial mischief which may include relatively recent foreclosure or eviction lawsuits filed against them or bankruptcy filings which occurred within the ten (10) years preceding the submission of their application;
- (v) Prospective applicant was dishonest on any written application or communication with the Association;
- (vi) Prospective applicant prematurely took up residency of the Home prior to a determination of approval or disapproval by the Association;
- (vii) Owner is delinquent on a monetary obligation owed to the Association; or
- (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 OF 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.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for Enclave at Boca Dunes Homeowners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 30th day of September, 2021.

DECLARANT

K HOVNANIAN AT BOCA DUNES, LLC
a Florida limited liability company

WITNESSES:

Print Name: JOYCE VILLAR

Print Name: MARY C. SEMCASE

By: _____

Name: KEVIN BOZLEY WAGEN

Title: V.P. OF OPERATIONS

STATE OF Florida)

COUNTY OF Palm Beach)

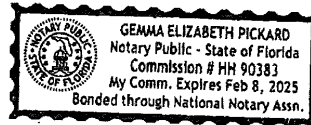
SS.:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, on this 30th day of September, 2021 by Kevin Bozley Wagen, on behalf of K HOVNANIAN AT BOCA DUNES, LLC., who is personally known to me or produced _____ as identification and who did take an oath.

02/08/2025
My Commission Expires

Notary Public, State of Florida

Print Name: GEMMA PICKARD



JOINDER

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to Community Declaration for Enclave at Boca Dunes to which this Joinder is attached. The Association agrees this joinder is for the purpose of evidencing its consent and approval of the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder this 30th day of September, 2021.

ASSOCIATION

WITNESSES:

ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

Print Name: JOYCE VILLAR

Print Name: MARY C. SETHCOSE

By:

Name: Kevin Borkenhagen

Title: HOA President

STATE OF Florida)

COUNTY OF Palm Beach)

SS.:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, on this 30th day of September, 2021 by Kevin Borkenhagen, on behalf of ENCLAVE AT BOCA DUNES HOMEOWNERS ASSOCIATION, INC., who is personally known to me or produced _____ as identification and who did take an oath.

02/08/2025
My Commission Expires

Gemma Pickard
Notary Public, State of Florida

Print Name: GEMMA PICKARD

