

This instrument prepared by  
and to be returned to  
Daniel A. Weber, Esquire  
Sachs Sax Caplan  
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CPN 20210220140  
OR BK 32494 PG 524  
RECORDED 05/18/2021 14:18:51  
Palm Beach County, Florida  
AMT  
Joseph Abruzzo  
Clerk  
Pgs 0524-0530; (7Pgs)

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM FOR PROMENADE AT BOCA POINTE  
CONDOMINIUM III ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Condominium of Promenade at Boca Pointe Condominium No. 3. The Declaration of Condominium of Promenade at Boca Pointe Condominium No. 3 is recorded in Official Records Book 4793, at Page 402, of the Public Records of Palm Beach County, Florida.

DATED this 11th day of May, 2021.

WITNESSES

**PROMENADE AT BOCA POINTE  
CONDOMINIUM III ASSOCIATION, INC.**

Signature

Robin Fishman  
Print Name

Signature

Melissa Micheli  
Print Name

By Ramon Harris

Ramon Harris President

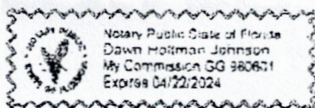
By: Tamah Portman

Tamah Portman Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2021, by Ramon Harris as President, and Tamah Portman as Secretary, of Promenade at Boca Pointe Condominium No. 3, a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced Driver's License as identification.

[Notary Seal]



Dawn Holtman Johnson  
Notary Public  
Dawn Holtman Johnson  
Name typed, printed or stamped

My Commission Expires 4/22/2024



**EXHIBIT "A"**

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
PROMENADE AT BOCA POINTE CONDOINIUM NO.3.**

The Declaration of Condominium of Promenade at Boca Pointe Condominium No. 3 is recorded in Official Records Book 4793, at Page 402, of the Public Records of Palm Beach County, Florida.

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

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**Item 1: Section 2(A) of the Declaration Condominium of Promenade at Boca Pointe No. 3, a Condominium ("Declaration") shall be amended as follows:**

A. "Act" means and refers to the Condominium Act of the State of Florida ~~in effect on the date of recordation of this Declaration of Condominium as amended from time to time.~~

**Item 2: Section 18(B) of the Declaration shall be amended as follows:**

B. Rental or Lease -- No Condominium Unit shall be leased or rented without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease may be made for less than a ~~one~~ three (3) month period, ~~nor~~ without the prior written approval of the Association, nor shall any transient accommodations be provided.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any liability or obligation under this Declaration and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated in the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease. Each lease shall further provide that same may not be altered, modified or amended without the prior written consent of the Board.

1. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases, including renewals or extensions of such new leases, after the effective date of this amendment, shall be subject to the provisions of this Section 18(B).

2. No Unit Owner who purchases a Unit or otherwise acquires title to a



Unit after the effective date of this amendment shall be entitled to lease his or her Unit until such Unit Owner has owned the Unit for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired. Such twelve (12) month restriction on leasing shall not apply to the Association, in the event the Association takes title to a Unit as a result of foreclosure, deed in lieu of foreclosure or otherwise. For purposes of this Section, where a Unit Owner acquires title to a Unit and there is an existing tenant residing in the Unit under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twelve (12) month restriction on renting the Unit will then commence upon the termination of any such existing lease agreement in place at the time the Unit Owner acquires title to the Unit. Additionally, this requirement shall not apply where title is acquired by an immediate family member of the Unit Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Unit has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device (including, but not limited to, where title is transferred to an existing Owner or Owners in a life estate, i.e., Ladybird Deed). In addition, such twelve (12) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

3. The Unit Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to lease his/her Unit. The name, address, and telephone number of the prospective lessee and a copy of the Lease Agreement must be provided to the Association, not less than thirty (30) days prior to the lease of the Unit. Notwithstanding the foregoing, the Board shall have the authority, in its reasonable discretion, to grant an exception to this thirty (30) day time frame. The application must indicate the date when such lease is to take place. In addition, the application must indicate the names of all of the proposed occupants who intend to reside in the Unit.

4. Within ten (10) business days after the receipt of a completed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Unit.

5. Any and all lease agreements between an Owner and a lessee of a Unit shall be in writing, shall provide for a term of not less than three (3) months and must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the



Rules and Regulations of the Association. In addition, no Unit may be leased more than one (1) time in any twelve (12) month period. Further no Unit may be leased for more than twenty-four (24) months in any consecutive thirty-six (36) month period. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.

6. Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas, as well as offsetting any fines owed to the Association as a result of violations of the tenant(s). Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Unit Owner or Lessee who deposited same, by the Association, not later than thirty (30) days from the date of notice to the Association of the termination of the occupancy of the Unit by Lessee.

7. Application Fees. The Association may charge an application fee in connection with the lease of any Unit in an amount not to exceed One Hundred Dollars (\$100.00) per applicant listed on the lease, or such other higher amount as may be allowable under Florida law from time to time. For purposes of this Section, a husband and wife as well as a parent/dependent child shall constitute one (1) applicant. Said fee shall be remitted to the Association at the same time as the Unit Owner provides notice of such lease as provided in subsection (b) of this Section 18. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any tenant or occupant from another country. In addition, where allowable under Florida law, the Association shall also have the authority to charge for the actual costs of any such background check. Notwithstanding the foregoing, an additional application fee will not be charged on a renewal of a lease where the tenant remains the same and no additional tenants or occupants are being added to the lease.

8. The provisions of this Section 18(B) shall apply to all leases, including all renewals and extensions of such leases. If a Unit Owner shall lease his/her



Unit, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.

9. The lessee may be required to meet with the Association (which meeting may be virtual through remote communication) to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting shall take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.

10. The Unit Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Unit Owner does not have a copy of such documentation, then the Unit Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.

11. Without limiting the Association's ability to disapprove of all leases and all occupants, a proposed tenant or occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:

(a) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for occupancy in the Association, including, but not limited to, those applicants who fail to qualify for occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

(b) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(c) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or



(d) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Unit; or

(e) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 18(B), or misrepresents or includes any false information on any of the application materials submitted to the Association; or

(f) No lease will be approved if, at the time of the application, the Unit Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time an application is made hereunder.

12. There shall be no subleasing of a Unit, and no portion of a Unit (other than the entire Unit) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a unit on any such website or through any such company, agency or organization.

13. Guests, other than an immediate family member, which shall be defined as an Owner's spouse, parents, children, grandchildren, grandparents or siblings, who are not paying rent to the Owner, and who will be occupying a Unit without the Owner in residence for a period in excess of thirty (30) days in any twelve-month period shall be considered a tenant and subject to approval by the Association as provided in this Section 18(B), as well as being subject to all other provisions of this Section 18(B).

14. With respect to any tenant or any person present on any Unit or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Unit, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such



person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

15. Completely apart from and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any Condominium Unit, is the right of the Association hereby given and granted of first refusal to lease any Condominium Unit offered for lease by any member of the Association. Accordingly, no Owner of a Condominium Unit shall lease same to any part without first giving the Association notice in writing of such lease, as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said Condominium Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Condominium Unit may have received for the lease of Owner's Condominium Unit. If the Association is desirous of exercising its option to lease said Condominium Unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the Owner of said Condominium Unit desiring to lease the same of the exercise by the Association of its election to so lease said Condominium Unit, such notice to be in writing and sent by certified mail to said Unit Owner within fifteen (15) days from receipt by the Association of the Unit Owner's notice to said Association as hereinabove required. If the Association has elected to lease such Condominium Unit, then, upon notifying the Owner of such Condominium Unit of its election to lease said Condominium Unit, the Association shall execute a lease agreement and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fifteen (15) days after notice to it from the Unit Owner, exercise its right of first refusal herein granted, the Unit Owner may lease the Condominium Unit to the proposed lessee, providing that the Association has approved the lessee, as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any Condominium Unit to be exercised in its name for itself or for a party approved by said Board of Directors.

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