

Prepared by and return to:
Gerstin & Associates
40 S.E. 5th St., Suite 610
Boca Raton, FL 33432

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***Certificate of Amendment to the Boca Greens Homeowners' Association, Inc.'s
Revived Declaration of Covenants and Restrictions***

WHEREAS, the Boca Greens Homeowners' Association, Inc. ("Association") *Revived Declaration of Covenants & Restrictions* ("Declaration") recorded in O.R. Book 25330, Page 0005, of the Public Records of Palm Beach County, Florida;

WHEREAS, at a duly called and noticed meeting of the membership of the Association on March 10, 2026, amendments to the *Declaration*, (Exhibits 1 & 2) were duly passed by the members in accordance with the Association's Governing Documents and applicable Florida law;

NOW THEREFORE, the undersigned hereby certify the amendments to the *Declaration*, attached hereto as Exhibits 1 & 2 are true and correct copies thereof which were duly passed by the membership of the Association.

IN WITNESS WHEREOF, my signature affixed below on this 13 day of March, 2026.

Witness #1: [Signature]

Print name: EDUARDO HERRERA

Print address: 33 SE 8TH ST 202 BOCA RATON, FL 33432

Witness #2: [Signature]

Print name: David Gray

Print address: 17743 Candlewood Ter. Boca Raton

Boca Greens Homeowners' Association, Inc.

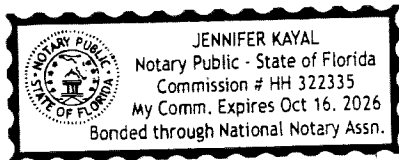
By: [Signature]
Gwenn Drucker-Flait, President

By: [Signature]
Neil Myones, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of March, 2026 by Gwenn Drucker-Flait and Neil Myones, who are personally known to me or who produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Jennifer Kayal

EXHIBIT 1

Amendment

Full text of the amendment to the Revived Declaration of Covenants and Restrictions for Boca Greens ("Declaration") as recorded in the Official Records of Palm Beach County, Book 25330 at Page 0005. The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

8.14 Leasing of Lots with Dwelling Structures. An Owner may lease a Lot with Dwelling Structure only in accordance with the Declaration, with the prior written approval of the Association, and only after complying with this Section 8.14. Reference to "leasing" in this Section 8.14 shall also include rental. Prior notice is required in connection with any lease, or lease renewal or extension, and in connection with any new persons occupying under, during, or along with a lease. All Occupants, as that term is defined in Section 1.20 hereof, shall be required to be approved in writing by the Association. A lease or rental shall exist if any form of consideration (whether for services, employment, or otherwise) is paid or exchanged. Any lease, lease renewal, or change in occupancy under, during, or along with a lease is referred to in this Section 8.14 as a "Lease".

- A. Entire Dwelling Structures. Only the entire Dwelling Structure may be rented. The renting of rooms is prohibited.
- B. Subletting. Subletting of a Lot or assignment of a Lease of a Lot shall be prohibited.
- C. Minimum and Maximum Terms. The minimum term for a lease is one consecutive month and the maximum term for a lease shall be twelve consecutive months.
- D. Frequency of Lease. No Lease shall be made more often than once in any twelve month period. For purposes of calculation, a Lease shall be considered made as of the first day of the lease term, and in the case of any new person occupying, on the date of the new occupancy. This provision shall not be considered to permit subletting or to permit a Lease that is otherwise prohibited under the Governing Documents or Rules and Regulations of the Association. For purposes of this Section 8.14.D, any Leases under which the lease term for occupancy began prior to the date of recording of this Declaration shall not be considered in the computation limiting Leases.
- E. Contents of Lease Agreement. Every lease shall be required to be in writing and shall contain, and if it does not contain, shall be automatically deemed to contain the following:
 - 1. The lessee and all Occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease, which shall entitle the Association to require the permanent removal of the lessee and/or Occupants from the Lot.
 - 2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing

shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.

3. The Parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and Occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.
- F. The Owner shall notify the Association of any intended Lease not less than fifteen (15) days prior to the commencement of occupancy under the Lease. The failure of the Owner to so notify the Association shall entitle the Association to fail to permit access by the persons to occupy under the Lease.
- G. No Owner may lease his or her Lot during the first twenty-four (24) ~~twelve (12)~~ months of ownership, with only the following exceptions to apply:
1. In the event that by virtue of an Owner's death, a probate proceeding is filed and the Lot is part of the probate estate, the estate may be permitted to lease the Lot one time only.
 2. In the event of an Owner's death thereby vesting legal title to the Lot in the heirs, but no probate proceeding has been filed, prior to a probate being filed, the Lot may be leased one time only. Upon the filing of a probate proceeding, the provisions of subsection (1) above shall apply to permit the estate to lease one time as provided for in subsection (1) above.
 3. Once the estate conveys title to the Lot, and the new Owner(s) is/are heir(s) of the estate, the heir(s) shall be permitted to lease the Lot without regard to the twenty-four (24) ~~twelve (12)~~ month limitation. However, if the conveyance of title by the estate is other than to an heir of the estate, then the new Owner may not lease the Lot during the first twenty-four (24) ~~twelve (12)~~ months of ownership.
 4. In the event of an Owner's death whereby title is automatically conveyed to another co-Owner, the co-Owner shall be permitted to lease the Lot during the first twelve (12) months of the co-Owner's original ownership.
 5. In the event title to a Lot which is not subject to an exception in this Section 8.14.G is transferred subject to an existing lease, the lease may continue in force, but cannot be renewed or extended or a new lease executed until after the expiration of twenty-four (24) ~~twelve (12)~~ months from the date that the lease expired.
- H. No Owner may lease more than one (1) Lot at any time within the Community. Although an Owner may own up to two (2) Lots as permitted by Section 8.17, such Owner shall be permitted to lease only one (1) Lot, and any other Lot owned by such Owner shall be owner-occupied. Under no circumstances shall ownership of more than one (1) Lot be construed to permit the concurrent leasing of more than one (1) Lot. Pursuant to Section 720.306(1)(h), Florida Statutes, this Subsection H shall not apply to existing Owners who own two Lots as of the date this amendment is recorded.

**Exhibit 2
Amendment**

Full text of the amendment to the Revived Declaration of Covenants and Restrictions for Boca Greens ("Declaration") as recorded in the Official Records of Palm Beach County, Book 25330 at Page 0005. The underlined text indicates an addition and a ~~strikethrough~~ indicates a deletion.

NEW SECTION.

8.17 Limitation on Ownership Interests. No Person shall own, hold, or exercise control over, directly or indirectly, more than two (2) Lots within the Community. This limitation is adopted for the purpose of preserving the residential character of the community, preventing excessive concentration of ownership, and avoiding circumvention of use and occupancy restrictions.

For purposes of this Section 8.17, the terms "own," "ownership," and "ownership interest" shall be construed broadly and shall include any legal, equitable, or beneficial interest, whether held individually or jointly, and whether held directly or indirectly through any corporation, limited liability company, partnership, trust, nonprofit entity, or other legal or beneficial ownership vehicle. An ownership interest includes, without limitation, any interest or arrangement that confers the ability to control, influence, direct, participate in, or derive a beneficial or economic interest from a Lot or Dwelling Structure, whether or not such interest is reflected in record title.

Ownership or control exercised through affiliated or related Persons or entities, nominees, agents, trusts, or other arrangements acting in concert shall be aggregated for purposes of determining compliance with this Section 8.17, regardless of the form of title or record ownership.

A. Prohibition Against Circumvention. Any transfer, conveyance, assignment, division, or structuring of ownership interests that has the purpose or effect of evading, avoiding, or circumventing the limitations set forth in this Section 8.17, including through the use of nominees, straw owners, affiliated or related entities, trusts, nonprofit entities, partial interests, or similar devices or arrangements, shall be deemed voidable by the Association and shall constitute a violation of this Declaration.