

**CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS, BYLAWS FOR BOCA
HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 21 day of March, 2013, by BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS the Association has been established for the operation of Boca Heights, in accordance with the Declaration of Covenants, Conditions, and Restrictions and related documents which were recorded in Official Records Book 3469, Page 1268 of the Public Records of Palm Beach County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the Twenty First day of February, 2013 (the "Special Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, an amendment to Article III of the Declaration was submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendment to Article III of the Declaration was approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.
3. Article III of the Declaration is hereby amended as follows:

Proposed: Amend Article III, Declaration of Covenants, Conditions, and Restrictions as follows:

(Deletions indicated by ~~strikeout~~, additions by underlining)

Article III

Lots or Units. In the event any Lot Owner or Unit Owner fails to maintain his Lot and/or Unit in accordance with this Declaration of Covenants, Conditions and Restrictions and Florida Statutes as amended from time to time, and shall continue to fail to do so for a period of ten (10) days after written request by the Association to so maintain his Lot and/or Unit, or otherwise comply with any provision of Article X hereof, the Association shall have the right, but not the duty, to do one (1) of the following:

- a. Enter upon such Lot and/or Unit and perform any maintenance or act which should have been performed by the Lot Owner or Unit Owner, and any expense incurred by the Association in connection with such performance shall be assessed against the Lot Owner or Unit Owner.
- b. ~~Assess a fine in the amount of Fifty Dollars (\$50.00) should a Lot Owner or Unit Owner fail to perform any maintenance or act which should have been performed by the Lot Owner or Unit Owner. However, said fine cannot be imposed upon a Lot Owner or Unit owner until the following notice has been provided by the Association.~~ in the amount of \$100.00 per violation per day against a Lot Owner or Unit Owner or each day of a continuing violation, with a single notice and opportunity for hearing, except that each, respective fine may not exceed \$1,000.00 in the aggregate. A fine for \$1,000.00 may become a lien against the Unit. In any action to recover a fine, the Association is entitled to reasonable attorneys' fees and costs as the prevailing party.

A fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board, who are not officers, directors, or employees of the Association, or spouse, child, or parent of the same.

If the committee, by majority vote, approves the proposed fine, the Association must provide written notice of such fine by mail or hand delivery to the Lot Owner or Unit Owner, and if applicable, to any tenant residing in the Unit.

- ~~1. Written notice forwarded by U.S. Mail or posted on the premises informing the Lot Owner or Unit Owner of the specific violation and requiring ten (10) days to remedy the violation; AND~~

- ~~2. Written notice forwarded by U.S. Certified Mail informing the Lot Owner or Unit Owner of his failure to comply with the first written notice and granting said owner thirty (30) days of his receipt of the written demand to remedy the violation.~~

~~Any Lot Owner or Unit Owner may appeal a fine assessed pursuant to this article (Article III) by giving notice, within thirty days (30) of receipt of written notice from the Association that a fine has been assessed against the Lot Owner or Unit Owner. The notice must be in writing and forwarded directly to the Board of Directors. Such appeal shall be heard by the Board of Directors at the next scheduled meeting, other than the Annual Meeting, and be decided by a majority vote by those members of the Board of Directors present.~~

- ~~e. The Association may assess additional fines in the amount of Fifty Dollars (\$50.00) for every thirty (30) days that passes without compliance with the written demand. Such additional fines may be assessed without prior written notice. However, notice must be forwarded to the Lot Owner or Unit Owner once an additional fine has been assessed.~~

The Association shall have a lien for any such Assessment, as well as any interest or expenses associated therewith, and may take such action to collect such Assessment or foreclose said lien, all as in the case of any other Assessment pursuant to Article VII of this Declaration.

4. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

21 day of March, 2013.

Witness

By: Bob Olson
Print: Bob Olson

BOCA HEIGHTS
PROPERTY OWNERS'
ASSOCIATION, INC.

By: Nick Allen
Print: NICK ALLEN

By: Jonathan Atwood
Print: JONATHAN ATWOOD
Title: President

(Acknowledgments continue on next page)

By: Nick Allen
Print: NICK ALLEN

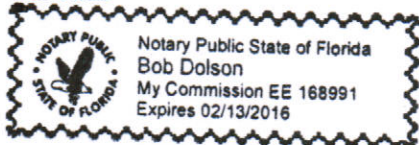
By: Daniel Culberson
Print: Daniel Culberson
Title: Secretary

By: Bob Olson
Bob Olson

Print: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of March, 2013 by Jonathan Atwood as President and by Daniel Culberson as Acting Secretary, respectively of BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/~~have~~ ~~produced~~ _____ as identification and did/~~did not~~ take an oath



Bob Dolson
Signature of Notary

My Commission Expires: