

November 17, 2003

All Members
Boca Heights Property Owners' Association, Inc.
d/b/a Tudor Woods
Boca Raton, Florida 33428

Re: Amendments to the Declaration of Covenants, Conditions and Restrictions of Boca Heights Property Owners' Association, Inc. IRSPA File No. 161-001

Dear Members:

As you are aware, this firm represents the Boca Heights Property Owners' Association, Inc., d/b/a Tudor Woods (hereinafter the "Association"). The Board of Directors instructed this firm to draft amendments to the documents that govern the rules and regulations of the Association as well as its administration. Upon the approval by the Board of Directors, the management company timely distributed the proposed amendments to all the members of the Association for their review.

On Tuesday, October 21, 2003, at a special meeting held at the regularly scheduled meeting of the Board of Directors (Loggers Run Middle School, 7:00 p.m.), a vote was conducted on the approval of the proposed amendments. At that time, it was established that a quorum existed and the proposed amendments passed. On November 4, 2003, the Amendment to the Declaration of Covenants, Conditions, and Restrictions of Boca Heights Property Owners' Association, Inc., was recorded in the Public Records in and for Palm Beach County in Official Records Book 16137 at Page 1552. A copy of the recorded document is enclosed for your reference and/or files.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey R. Stoll", is written over a printed name. The signature is fluid and cursive.

Jeffrey R. Stoll

JRS/jg

Enclosure

G:\WP\A-B Files\Boca Heights\Admin\Amendments\Members 003 wpd



11/04/2003 12:27:42 20030683584
OR BK 16137 PG 1552
Palm Beach County, Florida

This instrument was prepared by
and should be returned to:
Jeffrey R. Stoll, Esq.
Jeffrey R. Stoll, P.A.
888 SE 3rd Avenue, Suite 400
Ft. Lauderdale, Florida 33316

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BOCA HEIGHTS PROPERTY OWNERS ASSOCIATION, INC. ("Association") is made this 30th day of October, 2003, by the President and Secretary of the Association.

WITNESSETH

WHEREAS, the Association is the homeowners association operating the residential subdivision known as Tudor Woods;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration") was originally recorded commencing at Official Records Book 3469, Page 1298 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, Article XIII, Section 3 of the Declaration, as amended, provided that the Declaration may be amended by approval of a majority of the Board of Directors together with approval of a majority of those members present in person or by limited proxy at any regular or special members' meeting where a quorum is attained;

WHEREAS, the Association desires that the Amendments attached hereto as Exhibit "A" to the Declaration, be certified of record as notice to all current and future owners of property subject to the Declaration.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Association, on October 21, 2003, conducted a special members' meeting for the purpose of adopting the Amendments attached hereto as Exhibit "A". A quorum of the Association members was obtained at said meeting. Thirty (30) members were present either in person or by limited proxy at said special members meeting. The Amendments attached hereto

as Exhibit "A" were approved and adopted by a majority of those Association members present in person or by limited proxy at said special members' meeting.

2. The Amendments attached hereto as Exhibit "A" have been approved by a majority of the Board of Directors.

3. The approval and adoption of the Amendments to the Declaration appears in the minutes of the Association, and said approval and adoption is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 30th day of October, 2003.

Witnesses (as to both):

BOCA HEIGHTS PROPERTY OWNERS' ASSOCIATION, INC.

Autum Lussi
Signature

Autum Lussi
Print Name

[Signature]
Signature


Marcelo L. Martinez
Print Name

[Signature]
By: Renee Messina-Hazien, President

By: [Signature]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of October, 2003, by Renee Messina-Hazien and GARY BONSPILLE, respectively, of BOCA HEIGHTS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the Corporation. They have produced a Florida Driver's license as identification.

 Phyllis Bonspille
My Commission D0050278
Expires August 15, 2005

[Signature]
NOTARY PUBLIC, State of Florida

ARTICLE III - MAINTENANCE OBLIGATIONS

The Association is charged with the responsibility for the care, maintenance, preservation and repair of common area which includes but is not limited to all lakes and all bodies of water which lie within the property, landscaping and irrigation of any other Association property including the recreation tracts which are to be developed as part of the project, street lighting related to the property, and care, maintenance and preservation of all other property, whether real or personal, belonging to or required to be maintained by the Association. The cost of such care, maintenance, preservation and repair shall be assessed to the members of the Association as hereinafter provided.

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 shall continue to fail to do so for a period of ten (10) days after a 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:

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.

- c. 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.

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 13. Assessments shall be made on an annual basis, payable in monthly installments. When the Board of Directors has determined the amount of the budget and the assessment each member is required to pay, the Secretary shall submit a statement of the assessment to each member, setting forth the amount of the annual assessment and the amount of the installment due. Prior to each monthly installment, the Board of Directors shall recalculate the monthly installment due from the member at the rate of assessments set forth in the By-Laws and the Secretary shall make adjustments in the statement in accordance therewith.

- a. Each statement shall state the date upon which the monthly installment assessment is due, and thereafter said assessment shall bear interest at the highest rate allowed by law until paid.
- b. The Association may assess a late fee in the amount of Twenty Dollars (\$20.00) should a Lot Owner or Unit Owner fail to pay a monthly installment payment within fifteen (15) days of its due date. Said late fees shall be included in any collection efforts as described in Article VII, Section 13(c) below.
- c. The Association may use any legal or equitable remedy to collect assessments past due. The Association shall have and is hereby given the right to impose a lien on each Lot or building site subject from time to time to this Declaration for the amount of any unpaid assessment with interest thereon at the highest rate allowed by law from the date the same is past due until paid, and said lien may be enforced in the same manner as a mortgage, provided, however, that any lien created pursuant to this Declaration or the Articles of Incorporation or By-Laws of the Association shall not exist until a Claim of Lien is filed by the Association in the Public Records of Palm Beach County, Florida, making a specific reference to this Declaration. Such Claim of Lien shall also secure future unpaid assessments, interest or other expenses and costs owed to the Association and attributable to the Property indicated in the Claim of Lien. All costs of collection, including court costs, and reasonable attorneys' fees, incurred by the Association in enforcing

the provisions of this Declaration shall be charged to the member against whom it is being enforced and shall be included in the lien as any other assessable item. All payments shall first be applied to payments and expenses incurred by the Association, then to interest, then to any unpaid assessment of the member. Upon payment in full of all monies due the Association, the member shall be entitled to a Satisfaction of Claim of Lien.

ARTICLE X. - USE RESTRICTIONS

Section 21. Leasing.

- a. Approval. No Owner may lease a Unit without the prior written approval of the Association.
- b. Notice. An Owner intending to lease his Unit or any interest in it shall give to the Association the following: (i) notice of such intention, together with the name and address of the intended lessee, (ii) a fully executed copy of the proposed written lease agreement, and (iii) a forwarding address and telephone number for the Owner.
- c. Security Deposit. An Owner intending to lease his Unit or any interest in it shall give to the Association the amount of five hundred dollars (\$500.00) as a security deposit. Said security deposit shall be held by the Association for the duration of the lease term as security for maintenance, late fees, assessments, fines, or other charges that may be assessed against the Owner during the course of the tenancy. The Association shall have the authority to apply the security deposit to any unpaid maintenance, late fees, assessments, fines, or other charges should any such charge remain unpaid for sixty days (60) from its original due date.

The Association shall deposit the security deposit in a non-interest-bearing account in a Florida banking institution for the benefit of the Owner.
- d. Once an Owner provides the Association with the items required in paragraphs b and c above, the Association shall immediately provide the Owner with written approval of the lease.
- e. Any Owner currently leasing his Unit shall be required to comply with this Section 21 immediately upon any renewal and/or change in the current lease or by January 1, 2004, whichever event occurs first.

Section 22. Prohibited Vehicles

1. For purposes of this section, a "Prohibited Vehicle" is defined as follows:
 - a. All terrain vehicles
 - b. Motor scooter
 - c. Goped
 - d. Moped

- e. Any self-propelled, gas powered passenger device which does not require the operator to have a Florida Driver's License
- f. Any self-propelled passenger device which does not require a Florida Vehicle Registration and/or Florida Tag

2. No person shall operate, ride, or be otherwise propelled on a Prohibited Vehicle within the Association Property.

3. The Association shall have the authority to impose a fine on any Owner who violates this Section 22. An Owner shall be responsible for any minor or guest who violates this Section 22 while under their supervision and/or present as an invitee of the Owner. Such fine shall not exceed Fifty Dollars (\$50.00) per occurrence.