

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
ESPLANADA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments attached as Exhibit "A" to this Certificate were duly adopted as an amendments to the Amended and Restated Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. The Amended and Restated Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. is recorded in Official Records Book 28973, at Page 1179, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. is recorded in Official Records Book 4340, at Page 334, in the Public Records of Palm Beach County, Florida.

DATED this 9th day of April, 2019.

WITNESSES

**ESPLANADA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.**

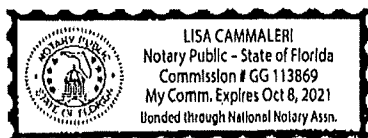
*[Signature]*  
Signature  
Yvonne Rivera  
Print Name  
*[Signature]*  
Signature  
JASON MOCHA  
Print Name

By: *[Signature]*  
\_\_\_\_\_, President  
By: *[Signature]*  
\_\_\_\_\_, Secretary

STATE OF FLORIDA                     )  
   ) ss:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Robert Adair, as President, and Steven Blandoff as Secretary, of Esplanada at Boca Pointe Homeowners Association, Inc., who are Personally Known  or Produced Identification .

Type of Identification Produced: \_\_\_\_\_



*Lisa Cammaleri*  
NOTARY PUBLIC, State of Florida at Large

EXHIBIT "A"

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
ESPLANADA AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.**

The Amended and Restated Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. is recorded in Official Records Book 28973, at Page 1179, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. is recorded in Official Records Book 4340, at Page 334, in 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: Article V of the Amended and Restated Declaration of Covenants and Restrictions for Esplanada at Boca Pointe Homeowners Association, Inc. ("Declaration") shall be amended by the creation of a new Section 13 as follows:**

Section 13. CAPITAL CONTRIBUTION

There shall be collected from each Owner who purchases/acquires a Lot within the Association at the time of conveyance of each Lot (i.e., at the time of the closing of their Lot), including but not limited to, the resale or any other transfer or conveyance of a Lot, a non-refundable Capital Contribution in an amount equal to one (1) quarter of the then current assessment for Common Expenses, assessed against the Lot by the Association. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Associations as the Board of Directors deems appropriate in its sole and absolute discretion. Amounts paid as Capital Contributions, as set forth herein, are not to be considered as advance payment of assessment for Common Expenses and shall not relieve Owner of Owner's responsibility to pay all subsequent assessments. However, such Capital Contribution shall be collectible as an assessment, including the authority of the Association to file a claim of lien for the collection thereof, in accordance with Article V, Section 8 of this Declaration. With respect to the resale or any other transfer or conveyance of Lot, this section shall be applied prospectively and affect only those Lots bought and sold (transferred or conveyed) after the date of recording of this Amendment in the Public Records of Palm Beach County, Florida. Notwithstanding anything contained herein to the contrary, the Association shall have the option to waive Capital Contributions, as set forth herein, in the sole and absolute discretion of the Board of Directors. Further, this requirement to pay the Working Capital Contribution shall not apply where title is acquired through inheritance, gift, devise or otherwise, by an immediate family member of the Lot Owner, which immediate family shall be defined as the Owner's spouse, parents, siblings, children, grandchildren, or grandparents; or where the Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or where title is acquired by one spouse from another spouse through a judgment or decree of divorce. Notwithstanding the foregoing, where a mortgagee or where the Association takes title to a Lot by foreclosure, deed in lieu of foreclosure, or otherwise, neither the Association nor the mortgagee shall be required to pay the Working Capital Contribution.

**Item 2. Article VI, Section 10 of Declaration shall be amended as follows:**

Section 10. Pets, Livestock and Poultry. No animals, livestock, reptiles, insects, exotic animals, non-domestic animals or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs weighing less than ~~ifty (50 lbs.)~~ thirty (30lbs.) pounds, cats, or other household/domestic pets may be kept, subject to rule and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose and further provided that they do not become a nuisance or source of annoyance to any resident or neighbor. No more than two (2) pets will be allowed. Notwithstanding the foregoing, any Owner of record on the date of recording of this amendment in the public records of Palm Beach County, (the "effective date"), who currently maintains a pet or animal in excess of the aforementioned weight limit shall be permitted to keep that pet or animal provided that the pet or animal is registered with the Association within thirty (30) days after the effective date of this amendment in a manner determined by the Board, which shall include a current photograph of the pet or animal. Once any such "grandfathered" pet or animal dies or is otherwise removed from the property, any future pet or animal of the Owner must be in compliance with the foregoing provisions. Owners are responsible to clean up after their animals. Owners must remove all solid animal waste/excrement from their Lots and the Properties. Owners are responsible for the actions of their animals and shall indemnify and hold the Association harmless for any damage to persons or property resulting therefrom. In no event shall an owner or any other person allow a dog anywhere on The Properties unless carried or held on a leash not to exceed six (6) feet. NOTWITHSTANDING ANYTHING PROVIDED ABOVE, NO PIT BULL DOGS OR OTHER DOGS REASONABLY DETERMINED BY THE ASSOCIATION TO BE DANGEROUS SHALL BE RAISED, BRED OR KEPT ON ANY PORTION OF THE PROPERTIES. THE TERM "PIT BULL DOG" AS USED WITHIN THIS PARAGRAPH SHALL REFER TO ANY DOG WHICH EXHIBITS THOSE DISTINGUISHING CHARACTERISTICS WHICH: (A) SUBSTANTIALLY CONFORM TO THE STANDARDS ESTABLISHED BY THE AMERICAN KENNEL CLUB FOR AMERICAN STAFFORDSHIRE TERRIERS OR STAFFORDSHIRE BULL TERRIERS; OR (B) SUBSTANTIALLY CONFORM TO THE STANDARDS ESTABLISHED BY THE UNITED KENNEL CLUB FOR AMERICAN PIT BULL TERRIERS OR ANY SUBSTITUTE FOR THE FOREGOING STANDARDS.

**Item 3: Article VI, Section 14 of the Declaration shall be amended as follows:**

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boards, house trailers, boat trailers or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages ~~or behind patio walls if not visible from the streets.~~ The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment including station wagons, which display commercial license plates, emblems, signs, logos, lettering or other writing on the exterior of the vehicle, or vehicles of more than six (6) feet in height, or any vehicles that contains visible equipment or tools. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Pickup trucks must have covered beds, and must be parked in a garage with the door closed. Parking is prohibited on any Lot, except in the driveway and garage. The Association shall

have the authority to regulate parking on all streets and driveways, including the time and manner of street parking. No parking is permitted on the grass of any Lot or the Common Areas. Vehicles may not be parked on any street in a manner that blocks the sidewalk or access to any driveway. No repair work shall be done to any vehicle of any type in the driveway or any property within the village of Esplanada.

**Item 4: Article VI, Section 22 of the Declaration shall be amended as follows:**

Section 22. Leases. No portion of a Home (other than an entire Home) may be rented or leased without, and all leases and lease renewals are subject to the prior written approval of the Association, obtained in the manner set forth herein. All leases shall provide for a minimum lease term of 3 months. No lease or lease renewal shall provide for an early termination which would reduce a lease term to a period of less than 3 months, except in the event of a default of the lessee. In no event shall any Lot/Home be subject to more than two (2) leases during any twenty-four (24) month period. Notwithstanding the foregoing, after the date of recording of this Amended and Restated Declaration (the "effective date") no Lot/Home shall be leased during the ~~six (6)~~ eighteen (18) calendar month period immediately following the recording of a deed or other instrument evidencing record title to the Lot in the public records of Palm Beach County, Florida. In the event that a Lot/Home is subject to an existing lease or rental at the time of such recordation, the leasehold interest and any extensions or renewals thereof to the same lessees, shall be permitted to continue, and the aforementioned ~~6~~ 18 month prohibition shall commence upon the termination of such leasehold interest. The aforementioned ~~six (6)~~ eighteen (18) month waiting period shall not apply to the following: [A] existing Owners as of the effective date this amendment is recorded [B] the Association if it takes record title to a Lot pursuant to its own foreclosure action or deed in lieu of foreclosure.

All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the lessee in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased home shall be jointly and severally liable with such Owner's lessee or compliance with the Esplanada at Boca Pointe Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the lessee. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Any Owner desiring to lease or renew a lease of his or her Lot or Home shall submit to the Board an application for approval which shall be accompanied by such information as the Board may reasonably require. A guest occupying a Lot or Home when the Owner is not present shall be subject to the prior written approval of the Board regardless of whether rent or other consideration is exchanged. Any guest occupying a Lot or Home when the Owner is present, regardless of whether rent or other consideration is exchanged, shall require Board approval when/if his or her occupancy exceeds sixty (60) days. Where required, approval of guest occupancy shall follow the same procedure outlined herein for leasing. The Board shall have the right to disapprove an application for lease or lease renewal (and guest occupancy where required) for good cause, without any obligation to provide a substitute lessee. The Board shall consider the following factors as constituting good cause for such disapproval:

- (i) The proposed lessee or occupant has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;
- (ii) The proposed lessee or occupant has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, bad debts, ~~or a FICO credit score below 650~~; or the person does not appear to have adequate financial resources available to meet his/her financial obligations;
- (iii) The application for approval on its face indicates that the proposed lessee or occupant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (iv) The proposed lessee or occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other social organizations or associations, or by their conduct in this Association as a tenant, Owner or occupant of a Lot or Home;
- (v) The proposed lessee or occupant failed to provide the information required to process the application in a timely manner, failed to fully complete the application or included inaccurate or false information in the application;
- (vi) The requesting Owner has had fines assessed against him or her which have not been paid; or
- (vii) All assessments and other charges against the Lot or Home have not been paid in full.

No one except a previously approved lessee or occupant shall be allowed to occupy a Lot or Home, either as a guest or otherwise while an application for approval is pending before the Board. Anyone so occupying a Lot or Home contrary to this provision shall be deemed to have withdrawn their application for approval.

The Association shall have the right to conduct a personal interview of any proposed lessee or occupant prior to the approval/denial of any application.

The Association shall have the right to impose a reasonable fee in connection with any requested approval of any lease in the highest amount permitted by law as amended from time to time.

The Board has the right to require a uniform lease form (SEE ATTACHED) as approved by the Board from time to time. Notwithstanding the foregoing, any lease shall provide, and if it does not, shall be deemed to provide Unit the Association shall have the right to terminate the lease, evict the tenants/occupants and/or make demand for rental payments should the tenants/occupants violate the Association's governing documents or should the Owner become delinquent in the payment of any assessment.

The Board has the right to require a common area damage deposit in the highest amount permitted by law, as amended from time to time. Such sums shall be utilized to reimburse the Association for any damage to the common area caused by any tenant, their guests, occupants, or invitees.

The Board of Directors must approve or disapprove an application for lease within thirty (30) days of receipt of a complete and accurate application for approval. If the Board fails to give written notice of its approval or disapproval within this time period, the application shall be deemed accepted by the Association. Except as otherwise provided herein, no lease shall be valid without the prior written approval of the Association as set forth herein.

**Item 5: Article VI, Section 23 of the Declaration shall be amended as follows:**

Section 23. Sale or Other Transfer. In order to maintain a community of congenial Owners who are financially and otherwise responsible, including but not limited to, law abiding, and thus protect the value of the Lots within the community, the sale or other transfer of Lots shall be subject to the following provisions. No Owner may sell or otherwise transfer a Lot or any interest therein, without the prior written approval of the Association obtained in the manner set forth herein. No approval is required to list a Home or Lot for sale.

Notice to Association. An owner intending to sell or otherwise transfer his/her Lot shall provide the Association with written notice of such intent at least thirty (30) days prior to the closing of the sale, including the name of the purchaser and such other information and documentation regarding the purchaser and transaction as the Association may reasonably require. A new owner acquiring title shall provide to the Association a copy of the recorded deed, or other instrument evidencing title.

(A) Board Approval. The Board of Directors shall have the right, but not the obligation to conduct a personal interview of any proposed Owner and their proposed occupants prior to the approval/denial of any application or to have the review conducted by the management company or another designee. The Association shall have the right to impose a reasonable fee in the amount of \$100.00 (or the highest rate allowed by law) in connection with any requested approval of any transfer. Any owner wishing to transfer a Lot must submit his or her application using a form approved by the Board. The Board of Directors must approve or disapprove an application for approval within ~~twenty (20)~~ thirty (30) business days after submission of a complete and accurate application for approval. If the Board fails to provide written notice of its approval or disapproval within this time period, the application shall be deemed approved by the Association. No one except a previously approved owner and their approved occupants shall be allowed to occupy a Lot, either as a guest or otherwise, while an application for approval is pending before the Board of Directors. Anyone occupying a Lot contrary to this provision (except the current Owners and their occupants) shall be deemed to have withdrawn their application for approval. All remedies set forth herein are in addition to (and not in lieu of) any and all remedies available to the Association as a matter of law. The Board shall have the right to disapprove an application for a transfer for good cause, as determined in the sole and absolute discretion of the Board without the obligation to provide a substitute purchaser. The Board shall consider the following factors as constituting good cause for such disapproval:

(i) The proposed owner or their proposed occupant(s), has been convicted of a felony involving violence to persons, the destruction or theft of property, or the sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and was not acquitted or the charges were not dropped;

(ii) The proposed owner has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts, ~~or a FICO credit score below 650~~ or the proposed owner does not appear to have adequate financial resources available to meet the proposed owner's future obligations to the Association.

(iii) The application for approval on its face indicates that the proposed owner or their proposed occupant(s) intends to conduct himself/herself/ themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(iv) The proposed owner or their proposed occupant(s) have a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as an owner or occupant of a Lot;

(v) The proposed owner failed to provide the information required by the Board to process the application in a timely manner or included inaccurate or false information in the application;

(vi) The requesting Owner has had fines or other charges assessed against him/her by the Association which have not been paid, will not be paid at closing or are not being actively contested in good faith; or

(vii) Association assessments or other charges assessed against the Lot have not been paid or are not being actively contested in good faith.

Any sale or other transfer of ownership or possession of a Lot not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.