JUL-27-1987 01:19pm 87-222407

CERTIFICATE OF AMENDMENT TO
THE BOCA LAGO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS

WHEREAS, THE BOCA LAGO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS has been recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2494 at Page 1417; and

WHEREAS, the aforementioned Declaration was amended by written concurrence of more than two-thirds (2/3) of the total number of votes possessed by all Class A members, and by the Class B member, pursuant to Article VI, Section 1 of said Declaration (the Class C member, being the Developer, having previously released, cancelled and terminated its membership).

NOW, THEREFORE, the undersigned hereby certify that the amendments to the Declaration attached as Exhibit "A" hereto, is a true and correct copy of the amendments to THE BOCA LAGO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS as amended by the membership. The undersigned further certify that the officers executing this certificate are also executing it on behalf of all Class A members, voting in favor of said amendments, as their agents for this purpose, and that all Consent and Agreement forms executed by Class A members in favor of the amendments are incorporated by reference.

WITNESS my signature hereto this 23rd day of JULY, 1987, at Boca Raton, Palm Beach County, Florida.

AS TO CLASS A MEMBERS:
THE BOCA LAGO PROPERTY OWNERS ASSOCIATION, INC.

Janet Mendelson
Witness

By: Herman Kirp
President

Judy Appleman
Witness

Attest: Rhoda Garber
Secretary

AS TO CLASS B MEMBER:
BOCA LAGO COUNTRY CLUB, INC.

Sandra Cramer
Witness

By: Gilbert Kelsey
President

David Lapin
Witness

Attest: Sidys Pinkus
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared HERMAN KIRP and RHODA GARBER, the President and Secretary, respectively, of THE BOCA LAGO PROPERTY OWNERS ASSOCIATION, INC., known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Boca Raton, Palm Beach County, Florida this 23rd day of JULY, 1987.

Barbara Cushner
Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22, 1989
BONDED THRU GENERAL INS. UND.

R5365 P0451

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. • PRUDENTIAL BUILDING • 450 SOUTH AUSTRALIAN AVENUE SOUTH • SUITE 720 • WEST PALM BEACH, FL 33401
TELEPHONE: (305) 655-5444

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared GILBERT TELSEY and GLADYS PERLOW, the President and Secretary, respectively of BOCA LAGO COUNTRY CLUB, INC., the CLASS B MEMBER, known to me personally to be such, and he acknowledged to me that the said certificate is his free and voluntary act and deed, and that the facts therein stated are truly set forth.

Dated at Boca Raton, Palm Beach County, Florida this 23rd day of JULY, 1987.

Barbara C. Weinberg
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 22,1987
BONDED THRU GENERAL INS. UND.

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EXHIBIT A

AMENDMENT TO THE BOCA LAGO
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS

(additions indicated by underlining;
deletions indicated by "---")

ARTICLE II

The Property Owners Association

Section 4. Duties and Powers of the Property Owners Association. Developer hereby assigns to the Property Owners Association the duty and obligation and the sole and exclusive power and right (provided that the Property Owners Association may delegate any or all of said duties and powers to a management firm or other agents) to perform at its cost and expense each and all of the following.

. . . .

(k) To fix, establish and collect Annual Assessments, ~~and~~ Additional Assessments and Master Television Reception System Assessments as provided in Article V hereof.

. . . .

(n) To enter into any and all agreements relating in any way to the acquisition, ownership, leasehold interest, use or any other interest in or related to, a Satellite or other Master Television Reception System, and provide access to such systems to all and any portion of the Properties, including but not limited to Living Units, Commercial Buildings, Commercial Units, and Golf Course Property. The owners of the Property Owners Association agree that the purpose, function, and acts set forth in this subsection are necessary and proper to promote the common health, safety and welfare of the owners of the Property.

ARTICLE V

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and agrees, and each Owner by acceptance of a deed or other evidence of ownership of an Assessment Unit, the Golf Course Property or any portion thereof or the Undeveloped Property or any portion thereof, whether or not it shall be so expressed in any such deed or other evidence of ownership, shall be deemed to covenant and agree to pay to the Property Owners Association:

(a) Annual Assessments (as said term is defined in Article V, Section 3(b) hereof);

(b) Additional Assessments (as said term is defined in Article V, Section 4 hereof);

(c) Master Television Reception System assessments (as said term is defined in Article V, Section 4(a) hereof);

such assessments to be fixed, established, levied and collected from time to time as hereinafter provided. The Annual, ~~and~~ Additional, and Master Television Reception System Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge on the Property and shall be a continuing lien upon the Assessment Unit, Golf Course Property or

Undeveloped Property, as the case may be, against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Assessment Unit, Golf Course Property or Undeveloped Property, as the case may be, at the time that the assessment was fixed as due and payable.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Property Owners Association shall be used exclusively for the purpose of promoting the common health, safety and welfare of the Property ~~and in particular for the performance of~~ in the duties of and exercise of the powers of the Property Owners Association set forth in Article II, Section 4(a) through (m) of this Declaration of Covenants, and specifically excluding Article II, Section 4(n).

Section 3. Amount and Basis of Annual Assessments.

(a) Not less than thirty (30) days prior to the commencement of each fiscal year, the directors of the Property Owners Association shall estimate the costs and expenses, including a reasonable provision for contingencies, to be incurred by the Property Owners Association during such fiscal year in the performance of the duties of and exercise of the powers of the Property Owners Association set forth in Article II, Section 4(a) through (m) of this Declaration of Covenants, and specifically excluding Article II, Section 4(n). The amount of the costs and expenses estimated as aforesaid shall constitute the Annual POA Expense.

. . . .

Section 4. Additional Assessments. If the Annual Assessment estimated at the commencement of any fiscal year shall for any reason prove to be insufficient to cover the actual expenses incurred by the Property Owners Association during such fiscal year, the Property Owners Association shall, at any time it deems necessary and proper, levy an additional assessment (the "Additional Assessment") against the Owners. Each Owner shall pay a share of each such Additional Assessment determined in accordance with Article V, Section 3(b) hereof as if the Additional Assessment were an Annual Assessment.

(a) Master Television Reception System Assessment. The Master Television Reception System Assessment shall consist of all expenses incurred or anticipated by the Property Owners Association to be incurred during the twelve (12) months following the date the Assessment is levied, in the exercise of the duties, powers and functions of the Property Owners Association in Article II, Section 4(n). The Property Owners Association may levy such Assessments at any time it deems necessary, proper or desireable. This Assessment may be levied upon the Class A Members only, and shall be levied in equal amounts against all Class A Members. The Property Owners Association shall send bills for this Assessment to Class A Members, who shall pay the Property Owners Association directly. All Master Television Reception System Assessments shall be due and payable within thirty (30) days of the date of the Assessment.

. . . .

Section 6. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of Property Owners Association. If any Annual, ~~or~~ Additional, or Master Television Reception System Assessment or any installment of either is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and

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cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Assessment Unit, Golf Course Property or Undeveloped Property, as the case may be, against which each such assessment is made, which shall bind such Assessment Unit, Golf Course Property or Undeveloped Property, as the case may be, in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the delinquent assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the lesser of ten (10%) percent per annum or the maximum rate permitted by usury law, and the Property Owners Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Assessment Unit, Golf Course Property or Undeveloped Property, as the case may be, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee (including, but not limited to, attorneys fees for any appellate proceedings) to be fixed by the court together with the costs of the action.

. . . .

ARTICLE VI

General Provisions

Section 1. Unless otherwise provided herein, ~~A~~all or any part of the Boca Lago Covenants may be amended or terminated by filing of record a statement setting forth the amendment or termination, ~~signed by~~ upon concurrence of:

(a) Class A Members possessing at least two-thirds of the total number of votes possessed by all Class A Members; and

(b) the Class B Member~~; and~~.

~~(c) with respect to any amendment or termination prior to December 31, 1989, the Developer.~~

. . . .

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RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

LAW OFFICES
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