

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND BY-LAWS OF
BOCA CAPRI CONDOMINIUM APTS., INC.**

WHEREAS, the Declaration of Covenants, Restrictions, Limitations, Conditions and Uses Creating and Establishing A Plan Of Condominium Ownership for Boca Capri Condominium Apts. has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1131 at Page 465; and

WHEREAS, the Declaration of Restrictions and By-Laws are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Boca Capri Condominium Apts., Inc., a Florida not-for-profit corporation, held on May 11, 2006, the aforementioned Declaration of Restrictions and By-Laws was amended pursuant to the provisions of said Declaration of Restrictions and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Restrictions and By-Laws are a true and correct copy of the amendments as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND BY-LAWS OF
BOCA CAPRI CONDOMINIUM APTS., INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE X.

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium and units located therein, and the condominium property and the conduct of all residents thereof.

Section 20. No pets or animals of any kind may be brought or kept on the condominium property at any time for any reason, except for such pets or animals that shall be permitted in writing by the Board of Directors. Under no circumstances may an owner bring more than two (2) dogs or two (2) cats and a reasonable number of any generally recognized household pets, as determined in the discretion of the Board, onto the property, nor may any animal be brought on the property which exceeds forty (40)

pounds in weight at maturity. All pets must be carried or in carriers on the common elements, provided, however, that dogs may be kept on a leash not to exceed six (6) feet in length when on the exterior common elements. Any pet which becomes a nuisance through excessive noise or through the display of aggressive tendencies, will be subject to removal. If an owner fails to clean up after his or her pet, the pet will be subject to removal. The Board may adopt and amend additional restrictions regarding the keeping and handling of pets, which rules may include, without limitation, restrictions on the types of pets or types of animals that may be brought onto the property, and which are not inconsistent with the terms hereof. The Board may also require any owner bringing a pet onto the premises to sign an agreement providing indemnification for the Association, its directors, officers, employees, agents and members, for any claims that might arise as a result of the actions of an owner's pet.

ARTICLE XV.

ARBITRATION

Section 1. Any question arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the board of directors with reference to any of the duties and responsibilities placed upon the said board of directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statute 57, et seq.

Every "condominium parcel" owner has signified his intention to have the decision of the arbitrators made a rule of court (pursuant to Florida Statute 57.02) by virtue of his acceptance of the conveyance of the "condominium parcel" to him.

ARTICLE XV.

COMPLIANCE AND DEFAULT

Each unit owner and every occupant, lessee, guest, agent, employee or contractor of a unit owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and unit owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

Section 1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or intentional misconduct or by that of any member of his family or his or their guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association in respect of such negligence or intentional misconduct. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a lien against the condominium property enforceable in the same manner as an assessment under the Declaration.

Section 2. Compliance. In the event a unit owner or occupant fails to comply with such unit owner's obligations under the Declaration, these By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the condominium property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the unit owner and the unit for the sums necessary to do whatever work

is required to put the unit owner or unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the condominium parcel, enforceable in the same manner as Assessments levied under the Declaration.

Section 3. Fines. In the event a unit owner or anyone for whom unit owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the condominium property in the manner required, the Association shall have the right to impose a fine against the unit owner and the unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time.

Section 4. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

Section 5. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the condominium documents.

* * * * *

WITNESS my signature hereto this 4th day of June, 2006, at Boca Raton, Palm Beach County, Florida.

BOCA CAPRI CONDOMINIUM APTS., INC.

Kerri Brooks
Witness
Kerri Brooks
(PRINT NAME)

By: Vanessa Hill
President

Witness

(PRINT NAME)

Attest Anne L. Rake
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 8 day of June 2006, by Vanessa Hill and Toni Rake, as President and Secretary, respectively, of Boca Capri Condominium Apts., Inc., a Florida not-for-profit corporation, on behalf of the corporation. ~~They~~ are personally known to me, or have produced as identification and did take an oath.

Marie Palombi (Signature)

MARIE Palombi (Print Name)
Notary Public, State of Florida at Large

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