

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

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF  
MAINTENANCE COVENANTS FOR  
BOCA WEST MASTER ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc. ("Master Declaration"). The original Declaration is dated August 2, 1972, and was recorded September 18, 1972, in Official Records Book 2057, Page 112, of the Public Records of Palm Beach County, Florida, and has been amended from time to time. The attached amendment was approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 26<sup>th</sup> day of June, 2023.

WITNESSES

[Signature]  
Signature

Michael Enslage  
Print Name

[Signature]  
Signature

Sean Wasloff  
Print Name

BOCA WEST MASTER ASSOCIATION, INC.

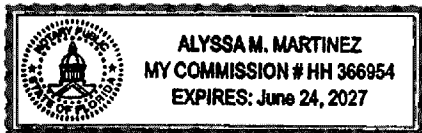
By: [Signature]  
Elaine T. Wittlin, President

By: [Signature]  
RONNIE POLLARD Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of June, 2023, by Elaine T. Wittlin, as President, and Ronnie Pollard, as Secretary, of Boca West Master Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

Alyssa M. Martinez  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**AMENDMENTS TO THE DECLARATION OF  
MAINTENANCE COVENANTS FOR  
BOCA WEST MASTER ASSOCIATION, INC.**

The Declaration Maintenance Covenants for Boca West Master Association, Inc. ("Master Declaration") is hereby amended as set forth herein. The original Declaration is dated August 2, 1972, and was recorded September 18, 1972, in Official Records Book 2057, Page 112, of the Public Records of Palm Beach County, Florida, and has been amended and restated from time to time. Members holding not less than two-thirds (2/3rds) of the membership's total voting interest adopted this Amendment to the Declaration of Maintenance Covenants for Boca West Master Association, Inc.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

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**Item 1: Article V of the Master Declaration shall be amended by the creation of a new Section 12 entitled "Capital Contribution" as follows:**

Section 12 INITIAL CAPITAL CONTRIBUTION. Effective September 1, 2023, the Master Association shall establish a Capital Improvement and Expenditure Fund for the Master Association. The purpose of this fund is to assure the Master Association's Board of Directors will have cash available to defray the costs of non-recurring capital improvements or expenditures, which are not operating expenses, but are deemed necessary or advisable by the Board of Directors, from time to time, subject to the limitations and restrictions on capital improvements and expenditures as otherwise provided in the Master Declaration. The Capital Improvement and Expenditure Fund is not a reserve account, as defined by Section 720.303(6)(d), Florida Statutes.

The fees to fund the Capital Improvement and Expenditure Fund shall be called an Initial Capital Contribution, which Initial Capital Contribution shall be collected from each Lot purchaser or transferee, and any other Owner acquiring title to a Lot after the effective date of this amendment, including all Lots purchased by resale or other transfer of record title to a Lot, at the time of conveyance of each Lot to such purchaser or transferee, except purchasers and transferees specifically excluded by this Article V, Section 12. The Initial Capital Contribution to be charged at the time of conveyance of each Lot will initially be Ten Thousand Dollars (\$10,000.00), but may be changed from time to time by adoption of a Resolution, Rule and/or Regulation by the Master Association's Board of Directors, but in no circumstance will it exceed Ten Thousand Dollars (\$10,000.00). The Initial Capital Contribution shall not apply to the Master Association or any Member Village Association or Boca West Country Club, in

the event the Master Association or any Member Village Association or Boca West Country Club acquires title to a Lot as a result of foreclosure, deed in lieu of foreclosure, or otherwise. Likewise, the Initial Capital Contribution shall not apply to a Mortgagee (as defined in this Master Declaration) acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or otherwise. Further, the Initial Capital Contribution shall not apply to a purchaser or transferee of a Lot who is and at all times remains qualified and has been accepted as an approved "Renovator" by the Country Club pursuant to the Country Club's By-Laws and applicable policies and procedures, provided, however, that any purchaser or transferee acquiring title to a Lot from such qualified Renovator shall be responsible for the Initial Capital Contribution at the time of closing of such purchase or transfer. If, at any time, an Owner who is an approved Renovator exempted from payment of the Initial Capital Contribution pursuant to the foregoing sentence ceases to be an approved Renovator under the Country Club's By-Laws, then the Initial Capital Contribution shall be due and payable by such Owner within thirty (30) days from written notice to the Owner by the Master Association.

Notwithstanding the foregoing, the Master Association shall also have the authority, but not the obligation, to determine not to charge an Initial Capital Contribution where title to a Lot is conveyed to an immediate family member of an Owner, which shall be defined as the parent(s), spouse, children, siblings or grandchildren of an Owner, and shall also include where a Lot is conveyed to a family trust for the benefit of such immediate family members or where the Lot has been transferred or otherwise conveyed to such trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, the Master Association shall have the authority to determine not to charge an Initial Capital Contribution where title is acquired by one spouse from another spouse through a judgment or decree of divorce. In addition, the Master Association shall have the authority to determine not to charge an Initial Capital Contribution where an existing Owner is, pursuant to the Country Club's By-Laws and applicable policies and procedures relating to its combining units initiative, purchasing an additional adjacent residential unit for the purpose of constructing a single combined residential unit. In addition, the Master Association shall have the authority to determine not to charge an Initial Capital Contribution where an existing Owner is purchasing an additional Lot within the Association contemporaneous with the sale of their existing Lot (within twelve (12) months).

The Initial Capital Contribution shall be collected and transferred to the Master Association at the time of closing of the sale or transfer of title of each Lot. Amounts paid into the Capital Expenditure Fund are not to be considered as advance payments of any Owner's proportionate share of regular or special assessments. However, if not collected and transferred to the Master Association at the time of closing of the sale or transfer of title of the Lot, such Initial Capital Contribution shall be collectible as an assessment against any Lot Owner or purchaser, pursuant to Article V of the Master Declaration and Chapter 720, Florida Statutes, including, but not limited to, the authority to file a claim of lien for the collection thereof as set forth in further detail in this Master Declaration, Chapter 720, Florida Statutes, or otherwise.

**Item 2: Article VII of the Master Declaration is hereby amended as follows:**

## ARTICLE VII

### ARCHITECTURAL CONTROL

The Master Association shall have architectural approval/disapproval authority governing Lot Owners and Members. No structure or improvement, including, without limitation buildings, fences, walls, signs, swimming pools, boathouses, docks, aerals, antennae, bulkheads, sewers, drains, disposal systems, windows, doors, or other structures shall be commenced, erected, or placed upon any Lot, Member Village Association common area, or Member property nor shall any addition to or change or alteration therein be made affecting the structure or improvement's exterior appearance until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Master Association, or by the Architectural Control Committee thereof. All decisions of the Architectural Control Committee shall be reviewed by the Board of Directors, and the Board of Directors shall make all final architectural approval/disapproval decisions.

This Article shall be inapplicable to any maintenance that does not modify, alter, or change the external appearance of any Lot, Member Village Association common area, or Member property. This Article shall also be inapplicable to any non-material landscaping modifications as identified in any landscaping guidelines and standards that may be adopted by the Board of Directors.

If a Lot Owner is seeking the Master Association's architectural approval of a proposed improvement, modification, or alteration to the exterior portion of his or her Lot, then, before receiving the consideration of the Master Association, the Lot Owner shall demonstrate that the proposed improvement, modification, or alteration has received the approval or disapproval of the Member Village Association in which the Lot is located. The Master Association's Board of Directors or Architectural Control Committee may, in the sole and absolute discretion of either, overrule any disapproval decision rendered by a Member Village Association and/or may deny any proposed improvement, modification, or alteration that has been approved by a Member Village Association.

The Board of Directors may establish guidelines and conditions for the performance of the work for which an Owner, Member Village Association, or Member is required to seek approval pursuant to this Article. The Board of Directors may also adopt and publish guidelines and standards pertaining to the location, size, type, appearance, design, and materials of certain kinds improvements that will be permitted. Any approval granted by the Board of Directors or the Master Association's Architectural Control Committee shall be subject to the guidelines and conditions approved by the Board of Directors as such may be amended from time to time. Owners, Member Village Associations, and Members shall be subject to the conditions and guidelines imposed.

Without limiting the broad authority to impose those conditions of approval as the Board or Architectural Control Committee believes is in the best interest of the Master Association, the

following are among the subject matter of those guidelines upon which the Board or Architectural Control Committee may condition its grant of approval of an application:

1. Start dates and completion deadlines.
2. Security deposits to protect Association property.
3. Submission of additional plans, surveys, diagrams, color samples or other further information to assist the Board or Architectural Control Committee in considering the application.
4. Names, addresses, license numbers, telephone numbers and insurance information of contractors anticipated to perform work in Boca West.
5. Member Village Association approval of the proposed improvement, modification, or alteration.
6. Proof of required permits and certificates of completion from local governmental authorities.
7. Quality of materials to be used in the performance of the contemplated work.
8. Proof of verification of location of underground utility lines, cable lines, water lines or any other underground installation, without limitation.
9. Installation of a fence constructed to Board dictated minimum specifications to shield the construction site from view and provide security for the site.
10. Adequate evidence of arrangements for debris removal and staging areas.
11. Proof of insurances benefitting and/or protecting the Master Association.

The Master Association may, within the sole discretion of the Board of Directors, revoke any approval granted pursuant to this Article in the event the Owner, Member Village Association, or Member fails to comply with any conditions imposed by the Master Association. Contractors' and vendors' access to Boca West may be suspended during any period the Owner, Member Village Association, or Member is in violation of any of the conditions imposed by Association after providing the Owner, Member Village Association, or Member with seven (7) days' written notice and a stop work order with an opportunity to cure the violation.

~~It is impossible to calculate the amount of damages the Master Association will suffer when an Owner, Member Village Association, or Member fails to comply with this Article or any of the conditions of approval imposed by the Board of Directors or Master Association's Architectural Control Committee. Without limiting any other right of the Master Association when an Owner, Member Village Association, or Member fails to comply with the terms of this Article or any condition of approval granted by Association, within the discretion of the Board of Directors or Master Association's Architectural Control Committee, the Master Association may demand and shall be entitled to recover liquidated damages, as its non-exclusive remedy, from the Owner, Member Village Association, or Member, as applicable. Liquidated damages shall be in the amount of \$500.00 (or such other sum as may be determined by the Board of Directors in its sole discretion) per day that an Owner or Member Village Association remains in non-compliance with this Article or with any conditions of approval imposed by the Board of Directors or Master Association's Architectural Control Committee. If imposed by the Board, the per diem damages shall commence on the seventh day following the Master Association's notice to Owner, Member Village Association, or Member that he, she, or it is in violation. There shall be no dollar amount limitation of the total amount of~~

~~liquidated damages the Master Association may recover from Owner, Member Village Association, or Member pursuant to this Article. The total amount of liquidated damages, plus any attorneys' fees and costs incurred in any proceeding filed to seek recovery of said amounts shall be a personal obligation and shall be secured by a lien against the Owner's Lot which lien may be foreclosed in the manner as are other unpaid assessments as described herein. The liquidated damages are not fines as such are defined by this Master Declaration or Chapter 720, Fla. Stat., and are not imposed to compel Owner's, Member Village Association's, or Member's compliance, but are rather intended as a means of compensating the Master Association for the injuries it will suffer as a result of an Owner's, Member Village Association's, or Member's failure to comply with this Article and the conditions imposed by Master Association.~~

The installation of telecommunications devices by Member Village Associations or other individuals or entities which are primarily intended to serve individuals or areas other than only those residents of Boca West are strictly prohibited. The installation of telecommunication devices that are intended to primarily serve the Boca West community are permitted if expressly approved by the Master Association in writing. Included in this limitation are cellular phone towers, satellite dishes (other than those specifically authorized by law), generating devices, transmitters, aerials, and any other similar type device, without limitation. No license, lease, easement or other right may be conveyed to any individual or entity to authorize the installation of any such prohibited device without the express written approval of the Master Association.

It is the intent of this section to limit the number of telecommunications devices in the Boca West community to avoid their potentially unsightly nature and potential interference with existing signals and equipment. Those Members, individuals, or entities who desire to install telecommunications devices in Boca West shall submit an application to the Master Association indicating the device and where it is proposed to be installed. The applicant must also provide evidence that the proposed installation has been approved by the Member Village Association where the installation is proposed to be installed, if applicable. The applicant may be required, at the applicant's expense, to submit an analysis by a consulting firm identifying the needs of the Boca West community to establish that the requested device is intended to fill a need and serve primarily the Boca West community. Additional professional reports may be required to demonstrate that the device for which an application is submitted will not interfere with existing signals or equipment. Such reports shall also be prepared for the Master Association at the applicant's expense.