

After recording, return to:  
Sachs Sax Caplan, PL  
6111 Broken Sound Parkway NW, Ste. 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 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 and restated from time to time. The attached amendment was approved by the written consent of the members pursuant to Section 617.0710(4), Florida Statutes.

DATED this \_\_\_\_ day of April, 2026.

WITNESSES

BOCA WEST MASTER ASSOCIATION, INC.

DM Marty  
(Signature)  
Alyssa M Martinez  
(Print Name)  
Address: 20540 Country Club Blvd  
Boca Raton FL 33434

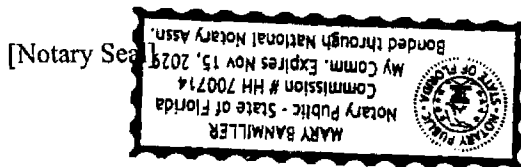
By: Daniel Bejarano  
Daniel Bejarano, President  
20540 Country Club Blvd.  
Suite 105  
Boca Raton, FL 33434

Bridget Ellis  
(Signature)  
Bridget Ellis  
(Print Name)  
Address: 20540 Country Club Blvd  
Boca Raton, FL 33434

By: Renee Pollard  
Renee Pollard, Secretary  
20540 Country Club Blvd.  
Suite 105  
Boca Raton, FL 33434

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of April 2026, by Daniel Bejarano, as President, and Renee Pollard, as Secretary, of Boca West Master Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification.



\_\_\_\_\_  
Notary Public  
Mary Banmiller  
Name typed, printed or stamped  
My Commission Expires: 11/15/29

EXHIBIT "A"

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

The Declaration of 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 stricken words are deleted.

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**Item 1: Article V of the Master Declaration shall be amended by amending Section 13 entitled "Capital Contribution" as follows:**

Section 13 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, and shall not be used for 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 ~~13.42~~. The Initial Capital Contribution to be charged at the time of conveyance of each Lot will initially be Ten Thousand Dollars (\$10,000.00), and shall increase as of October 1, 2026 to Twenty-five Thousand Dollars (\$25,000.00), 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 Twenty-five Thousand Dollars (\$25+0,000.00)~~. 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.

Notwithstanding the foregoing, the Association presently intends to initially maintain the Capital Contribution at Twenty Thousand Dollars (\$20,000.00). The higher cap is being established solely to provide long-term planning flexibility, allowing the Board to address future capital needs without requiring additional amendments or approvals, should an increase be deemed necessary.

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 not 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 not 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 not 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 not 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.