

WC #110

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
BOYNTON LAKES HOMEOWNERS ASSOCIATION NO. 2, INC.**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the By-Laws of Boynton Lakes Homeowners Association No. 2, Inc. The original Declaration is recorded in Official Records Book 4282 at Page 1661, of the Public Records of Palm Beach County, Florida.

DATED this 2nd day of September, 1999.

BOYNTON LAKES HOMEOWNERS
ASSOCIATION NO. 2, INC.

[Signature]
Witness

By: [Signature]
President

[Signature]
Witness

Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME personally appeared Jack Wolfe, the President and Fred Casaretti, Secretary of Boynton Lakes Homeowners Association No. 2, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Boynton Lakes Homeowners Association No. 2, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 2nd day of September, 1999.

Frances P. Spagnoli
Notary Public

State of Florida at Large
My Commission Expires:

(SEAL)



Frances P. Spagnoli
MY COMMISSION # 00572653 EXPIRES
July 25, 2000
BONDED THRU TROY FARM INSURANCE, INC.

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AMENDMENTS TO THE BY-LAWS OF
BOYNTON LAKES HOMEOWNERS ASSOCIATION NO. 2, INC.

The original Declaration of Boynton Lakes Homeowners Association No. 2, Inc. is recorded in Official Records Book 4282, Page 1661 of the Public Records of Palm Beach County, Florida.

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

ITEM 1: There shall be a new Article XIV, Section 1, added to the Association By-Laws, which shall read as follows:

ARTICLE XIV
Section 1.

Lease Approval Process: Leasing of Units.
Notwithstanding anything to the contrary
contained in this or any other document
governing Boynton Lakes No. 2, the
Association, through the Board of Directors
shall approve all leases, as set forth herein.
The following provisions govern the lease
approval process:

(a) Procedure: Any Owner intending to
make a lease shall give the Association notice
of such intention, together with the name and
address of the proposed lessee and such other
information concerning the proposed lessee as
the Association may reasonably require, and an
executed copy of the proposed lease, which
lease shall state that lessee is subject to
the Association's Declaration, Articles of
Incorporation, By-Laws and Rules and
Regulations, as promulgated from time to time.
The Owner shall submit to the Association a
properly executed application for approval,
which application shall be as provided by the
Association. In addition, the Board may
require a personal interview with the
prospective lessee and occupants as a further
condition to approval.

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(b) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(c) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all tenants promise to abide by all provisions contained in any document governing the Boynton Lakes Homeowners Association No. 2, Inc. In addition, each Owner guarantees that his tenants will abide by all such provisions.

(d) Assessments: The failure of a Unit to be current in the payment of maintenance assessments is one ground for disapproval of a lease.

(e) Transfer Fee: The Board may charge a non-refundable transfer fee in an amount to be determined by the Board of Directors. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.

(f) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within thirty (30) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Boynton Lakes Homeowners Association No. 2, Inc., including the Declaration, Articles of Incorporation, By-

Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

(g) Remedies: In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. The Association may also levy a fine. Any such fine shall be collectible in the same manner as an assessment. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

ITEM 2: There shall be a new Article XIV, Section 2, added to the Association By-Laws which shall read as follows:

ARTICLE XIV
Section 2.

Sale Approval Process. Notwithstanding anything to the contrary contained in this or any other document governing Boynton Lakes Homeowners Association No. 2, Inc., the Association through the Board of Directors shall have the right to approve all sales as set forth herein. The rules and policies in connection with such sales approval shall be promulgated by the Board from time to time. The following provisions govern the sale approval process.

(a) Procedure. Any Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably

require. The sale must be approved by the Board or its Committee prior to closing and prior to occupancy or storage of personal belongings therein. The Owner shall submit to the Association a properly executed application for approval which application shall be in the form as provided by the Association. In addition, the Board may require a personal interview with the prospective purchaser and occupants as further conditions to approval.

(b) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event, transferring possession or title of a residence, the Association, at its election and without notice may approve or disapprove the transfer.

(c) Transfer Fee. The Board may charge a non-refundable transfer fee in the amount to be determined by the Board in connection with and as a condition of sale approval. A non-refundable transfer fee shall be paid at the time a properly executed application is submitted to the Association.

(d) Approval or Disapproval. The Association upon receipt of all information, documents, fees and interview (if required), within thirty (30) days after receipt of all information required herein, shall either approve or disapprove the sale.

Any approval granted herein is conditioned upon the purchaser and occupants abiding by all provisions contained in any document governing Boynton Lakes No. 2, including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations.

If the required approval is not obtained from the Association, the proposed contract for sale shall be null and void.

(e) Assessments. The failure of a unit to be current in the payment of maintenance assessments is one ground for disapproval of a sale.