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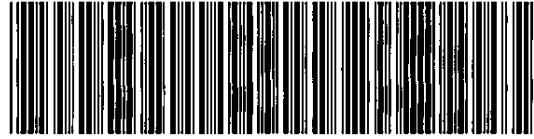
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**ST. JOHN, CORE & LEMME, P.A.**

LAW OFFICES

Centurion Tower, Suite 701  
1601 Forum Place  
West Palm Beach, FL 33401  
Telephone (561)655-8994; Facsimile (561)659-0850  
E mail: [RBurr@StJohn-Core.com](mailto:RBurr@StJohn-Core.com)

May 11, 2009

FLORIDA SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
AMENDMENTS SECTION  
POST OFFICE BOX 6327  
TALLAHASSEE, FLORIDA 32314

RE: West Lakes of Boca Raton, Inc.

Dear Sir/Madam:

Our law firm represents the above referenced corporation. Enclosed please find the following:

1. Articles of Amendment to the Articles of Incorporation with attached Amendment;
2. Check for \$35.00;
3. Copy of Articles of Amendment with attached Amendment to be conformed and returned to our office; and
4. Self-addressed stamped envelope.

Please file the Articles of Amendment. Please send our office a conformed copy of the document filed, as well as a letter acknowledging filing of same. If you have any questions, please call me at 1-800-229-8994. Thank you for your assistance.

Very truly yours,

Robert B. Burr  
For the Firm

Enclosures

This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
St. John, Core & Lemme, P.A.  
1601 Forum Place, Suite 701  
West Palm Beach, FL  
Return Document via will call box #110

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09 MAY 14 PM 3:50  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF  
WEST LAKES OF BOCA RATON, INC.**

THESE ARTICLES OF AMENDMENT TO THE ARTICLES OF  
INCORPORATION OF WEST LAKES OF BOCA RATON, INC. is made this 7<sup>th</sup>  
day of May, 2009 by WEST LAKES OF BOCA RATON, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Articles of Incorporation of the Association were originally filed with the  
Florida Secretary of State on February 27, 1974 (Document Number 443746).

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

The Amendments to the Articles of Incorporation attached hereto as Exhibit "A" have  
been properly and duly approved and adopted at an Annual Members Meeting conducted on  
March 16, 2009, as temporarily recessed and reconvened. The number of votes cast in favor of  
the Amendments is sufficient for approval. Further, the attached Amendments have been  
properly and duly approved by the Board of Directors. The Association has properly approved  
and adopted the Amendments attached hereto as Exhibit "A" pursuant to the provisions of the  
Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 7<sup>th</sup> day  
of MAY, 2009.

Witnesses (as to both):

WEST LAKES OF BOCA RATON, INC.

[Signature]  
Signature

By: H.F. Govoni  
Harold Govoni  
Association President

ALDAS BOILEAU  
Print Name

[Signature]  
Signature

Attest: [Signature]  
Carolyn Cilla  
Association Secretary

ALDAS BOILEAU  
Print Name

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May  
2009, by Harold Govoni as President and Carolyn Cilla as Secretary of the WEST LAKES OF  
BOCA RATON, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are  
personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Cynthia L. Boger  
Commission # DD656902  
Expires: MAR. 29, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF  
WEST LAKES OF BOCA RATON, INC.

[Added language is underlined. Deleted language is ~~struck through~~.]

\* \* \* \* \*

1. The Articles of Incorporation are amended by the addition of a new ARTICLE XVIII, HOUSING FOR OLDER PERSONS COMMUNITY AND MINIMUM AGE REQUIREMENTS, which shall read as follows:

**"ARTICLE XVIII  
HOUSING FOR OLDER PERSONS COMMUNITY  
AND MINIMUM AGE REQUIREMENTS**

**1. Housing for Older Persons Community.**

(1) The West Lakes of Boca Raton Community shall constitute a "Housing for Older Persons" Community as such term is defined in the Federal Housing for Older Persons Act of 1995.

(2) While any person is in occupancy of a home, the home shall be occupied by at least one (1) permanent occupant who is fifty-five (55) years of age or older.

(3) Persons under the age of fifty-five (55) years, but over the age of eighteen (18) years, may reside in a home so long as at least one (1) of the permanent occupants of the home is fifty-five (55) years of age or older.

(4) An Owner shall cause occupancy of the home to be in compliance with the Proprietary Lease, Articles of Incorporation, Bylaws, and Rules and Regulations; and an Owner shall not allow a home to be occupied in violation of the Proprietary Lease, Articles of Incorporation, Bylaws or Rules and Regulations.

(5) The Association shall obtain and maintain in its files evidence and documentation of the ages of the community's current residents. Residents are required to provide such reasonable documentation requested by Association to verify the ages of residents.

(6) Notwithstanding the paragraphs above, and subject to the overriding condition that occupied homes have in permanent residence at least one (1) person over the age of fifty-five (55) years, the following exceptions to the over 55 age restrictions above shall be applicable:

(i) Should a permanent occupant fifty-five (55) years of age or older die, leaving a surviving spouse whose age is less than fifty-five (55) years, then, and in that event, the surviving spouse may occupy the home as a permanent occupant;

(ii) Should a permanent occupant fifty-five (55) years of age or older who resided in a home on a permanent basis with his/her adult child over eighteen (18) years of age, die then, and in that event, the child of the deceased resident who was fifty-five (55) years of age or older shall not, on the basis of the above paragraphs, be precluded from occupying the home.

(7) The Board of Directors is hereby authorized to promulgate such Rules and Regulations and adopt such policies and procedures, which serve the objective of carrying out the intent that the community as a "Housing for Older Persons" community.

**2. Minimum Age Requirements.** Notwithstanding any other provision in this Proprietary Lease, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, the minimum age for occupancy is eighteen (18) years of age. Only persons eighteen (18) years of age or older are permitted as occupants, and no person under the age of eighteen (18) may reside in the West Lakes Community.

**Visiting Children.** When a home is occupied by at least one person fifty-five (55) or older, children under eighteen (18) shall be permitted to visit as guests of the Owner for a maximum of thirty (30) days total in any calendar year. Each day or any part of a day that a child under eighteen (18) visits, shall count towards the thirty (30) day total in any calendar year. The Board of Directors may require the Owners to register visiting children with the Association and the register the number of days such children are visiting.

Visiting children and all visitors, invitees and guests will be the direct responsibility of their parents or legal guardians and Owner whom they are visiting, including full supervision of them while within the common areas and including full compliance by them with the Proprietary Lease, Articles of Incorporation, Bylaws and Rules and Regulations. Loud noises will not be tolerated."

\* \* \* \* \*

2. The Articles of Incorporation are amended by the addition of a new ARTICLE XIX, SALE AND LEASING, which shall read as follows:

**“ARTICLE XIX  
SALE, LEASING AND OCCUPANCY**

**1. SELLING – When a Stockholder sells, the Board of Directors procedures must be followed when applying for its written approval necessary to transfer stock. A**

Stockholder who seeks to sell or lease is required to properly submit an application to the Association and obtain prior written approval from the Association for the sale or lease. Association approval is required for all occupants of the coach. West Lakes has the right to investigate the personal character and financial responsibility of all who apply to purchase/lease or rent a home in our park including people who will occupy the home with the purchaser or tenant.

- A. Only one (1) For Sale sign (12x18) inches maximum is permitted per coach. It can only be attached to the outside or show in a window. It cannot be set upon the ground or shrubbery, or attached to a tree or lamppost.
- B. Prospective purchaser/lessees or renters must pay a non-refundable processing fee of one hundred dollars (\$100.00) or such other amount as determined by the Board from time to time, when submitting their required application to the Board of Directors.

2. COMPLIANCE AGREEMENT – Prior to application, the purchaser/lessee/renter must sign an agreement to comply with West Lakes Bylaws, these Rules and Regulations and other documents received. Such signing by a lessee/renter does not relieve the owner/stockholder of the primary responsibility for failures to comply, whether caused by others in the coach as well as lessees or renters.

3. LEASING/RENTING – An owner may sublease or rent out the coach for not less than three (3) months nor more than nine (9) months, in any twelve (12) month period, provided the owner has occupied the same for at least three (3) months in the preceding year. Lease/rental agreements must conform to the West Lakes Bylaws, Rules and Regulations, and other documents received and be submitted to and approved by the Board of Directors and filed in the Corporate office, as follows:

- A. Applications for approval must be made at least thirty (30) days before the leasing/rental period and/or occupancy of the coach begins.
- B. Prospective lessees/renters must be at least fifty-five (55) years old. Association approval is required for the lessees/renters and all other occupants of the coach..

4. OTHER – No guest, tenant, adult or child can take residence in the Owner's coach without written approval by the Board of Directors.

5. BUYER'S CLOSING – The buyer(s) of any coach is required to:

- A. Supply proof of age and Social Security number for all persons residing in the coach. The Social Security number will be deleted from files after the background checks have been completed.
- B. Complete a Voter's Certificate form selecting who will be the designated voter of stock.
- C. West Lakes requires certain documents necessary to closing of the sale and listed by West Lakes in the closing documents form, up-dated consistently for Corporation's awareness, that all pertinent papers are properly recorded.
- D. West Lakes will deliver to Buyer:

1. Proprietary Lease
2. Copy of Rules and Regulations
3. West Lakes Bylaws
4. Articles of Incorporation
5. Latest Yearly updated Question and Answer sheet
6. Current yearly Financial Statement

6. OCCUPANTS – Guests and occupants staying longer than 24 hours must register at the West Lakes office to comply with fire and safety regulations and acknowledge reading the Rules and Regulations. Any guest or other person residing in a home for longer than fourteen (14) days is required to submit an application and obtain written approval from the Association. The procedure to be followed is the same procedure as for purchases and leases.

- A. All “Board Approved Occupants” are required to file, “next of kin” forms and produce proof of age and other information when required by the Board with the West Lakes office.
- B. Prior to an absence of more than 30 days, each coach owner must provide a forwarding address, make arrangements for regular payments of the West Lakes Assessment Fee and provide pertinent information concerning care of the coach and the site. “

\* \* \* \* \*

3. The Articles of Incorporation are amended by the addition of a new ARTICLE XX, PETS, which shall read as follows:

**“ARTICLE XX  
PETS**

1. The only pets that are permitted in the West Lakes Community are as follows:

(a) The Owners of a home are limited to keeping no more than one(1) dog in the home, and the maximum weight of the dog is thirty(30) pounds at maturity; and

(b) The Owners of a home are permitted to have up to two(2) common domestic indoor cats; small pet birds; and tropical fish.

The keeping of pets shall be subject to this Article XX and any rules and regulations of the Association. Pets shall not be kept, bred or maintained for any commercial purpose.

2. Owners shall properly register all dog(s), including existing dogs, with the Association, by the time limits established by the Board. Such registration shall require Owners to provide the Association with relevant, descriptive information regarding all

dog(s) residing in their home by completing a registration form created by the Association, and if required, submitting other information required by the Association including a photograph.

3. Tenants and guests are permitted to bring a dog or cat to West Lakes so long as the one dog limit, the dog weight restriction, and all other restrictions on pets are not violated. Further, any dog staying in a residence must be registered with the Association. Owners shall be held responsible for guests complying with the restrictions in this section and any registration requirements.

4. The Owner or other person walking the pet shall leash and control the pet when outside the home and shall walk the pet at the curb. The Owner and other person walking the pet shall immediately clean up after the pet and properly dispose of the pet's fecal matter in a plastic bag placed in the garbage receptacle of the home where the pet resides. The Owner or other person walking the pet shall carry a plastic bag or other receptacle for proper disposal of the pet's fecal matter at all times while walking the pet.

5. All pets must be properly housed within the permanently enclosed air conditioned living space of the residence.

6. Pets shall not be left unattended on the screened patio or fenced in area unless the Owner or a responsible adult is at home. Kennels are not allowed. Pets shall not be housed or tied in any manner outside of, or underneath an owner's coach.

7. Pets are not allowed in or around the swimming pool, recreation areas, laundry room or clubhouse.

8. Owners shall not allow a pet to create a nuisance or become a nuisance as may be determined by the Board of Directors in the Board's sole discretion. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, howling and other sounds, or failing to control the pet. Further, the owner(s) of the residence where a pet resides shall properly maintain the pet's living conditions in the home to prevent an unsanitary condition from developing.

9. If a pet becomes a nuisance as may be determined by the Board of Directors of the Association in the Board's sole discretion or if the Owner repeatedly fails to abide by the rules regarding pets, then the Owner shall permanently remove the pet from the Lot and the West Lakes community. This remedy is in addition to all other remedies available to the Association.

10. It shall be the responsibility of the Lot Owner to ensure that all local, city, county, state and federal laws, ordinances and other regulations promulgated by such governmental authorities are strictly complied with concerning such pet or pets.



including but not limited to proper vaccinations, registering with local agencies, and registering the pets with the Association.

11. Feeding of feral cats is prohibited.

12. The Owners of the home where the pet is kept or is staying shall be strictly liable if the pet caused injury to a person in or near the West Lakes Community. The Owners of the home where the pet is kept or is staying shall indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses (including all attorneys fees and costs at all levels trial and appellate) which may be sustained by or asserted against the Association and/or the members of its Board of Directors because of the act of the pet committed in or near the West Lakes Community."

\* \* \* \* \*