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Palm Beach County, Florida
Joseph Abruzzo, Clerk
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This Instrument Prepared By And After Recording Should Be Returned
To:

Boca Raton Associates VII, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BOCA BRIDGES

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BOCA BRIDGES (the "Second Amendment") is made as of the 15th day of August, 2022, by **BOCA RATON ASSOCIATES VII, LLLP**, a Florida limited liability limited partnership (the "Declarant") and joined in by **BOCA BRIDGES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation ("the Association"), as follows:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Boca Bridges was recorded on June 5, 2019, in Official Records Book 30659, at Page 810 of the Public Records of Palm Beach County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article XIII, Section 8 of the Declaration provides that prior to the "Turnover Date" (as such term is defined in the Declaration), the Declarant may amend the Declaration without the requirement or consent of the Association or the "Owners" (as such term is defined in the Declaration), so long as such Second Amendment is not prohibited by the HOA Act (as such term is defined in the Declaration); and

WHEREAS, Article XIII, Section 8 of the Declaration also provides that the Association shall, upon request of Declarant, join in any such Second Amendment; and

WHEREAS, the Turnover Date has not occurred as of the date of this Second Amendment, and this Second Amendment is not prohibited by the HOA Act; and

WHEREAS, Declarant, together with the joinder and consent of the Association, desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, Declarant, joined in by the Association, hereby amends the Declaration as follows (deleted language is shown by ~~strikeout~~, additional language is shown as underlined text and unaffected language is shown by “* * *”):

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference as if repeated at length. All initial capitalized terms used in this Second Amendment shall have the meanings given to such terms as set forth in the Declaration unless an alternative meaning is set forth herein.

2. Notice and Hearing Provisions.

(a) The scrivener’s error in the last sentence of Article X, Section 1.A of the Declaration is hereby corrected and amended as follows:

However, a fine or suspension of use rights for a violation of the Governing Documents may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended, and an opportunity for a hearing before the ~~Board~~ Sanction Review Committee (as defined below).

(b) The second paragraph of Article X, Section 1.A is amended as follows:

If the Board imposes a fine or suspension, the fine or suspension may not be imposed until the Owner or Owner’s Occupant subject to the sanction has had an opportunity to appear at ~~may request~~ a hearing before a committee (the “Sanction Review Committee”) consisting of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. The hearing before the Sanction Review Committee shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the Owner or Owner’s Occupant subject to the sanction. Only if the Sanction Review Committee, by majority vote, approves the proposed fine or suspension at such hearing can the fine or suspension be imposed. If the Sanction Review Committee, by majority vote, does not approve ~~the a~~ proposed fine or suspension, as determined by the Board, it may not be imposed. ~~However, the~~ The Sanction Review Committee may not modify the fine or suspension, as determined by the Board, but rather, may only affirm or reject it. A fine may be levied by the Board on a daily basis in the event of a continuing violation without the necessity of a new notice or hearing. A fine may exceed One Hundred Dollars (\$100.00) per violation and may exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(c) Article X, Section 1.B is amended as follows:

B. Payment of Fine and Imposition of Suspension. A fine shall be paid not later than ~~fifteen (15)~~ five (5) days after notice by mail or hand delivery of the ~~imposition of the fine from the Board or, if applicable, five (5) days from the~~ affirmation of the fine by the Sanction Review Committee. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein; provided that no fine less than One Thousand

Dollars (\$1,000) shall be a lien on a Lot. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A suspension shall be effective upon ~~the Board giving~~ written notice thereof by mail or hand delivery ~~or, if applicable, the Sanction Review Committee giving written notice of its~~ of the affirmation of the suspension by the Sanction Review Committee.

3. Lyons Road Median Maintenance Area. In lieu of entering into a “Declaration of Maintenance Covenants and a Right-of-Way Landscape Maintenance, Removal and Indemnification Agreement” (as defined in Section 1.H. of Article IX of the Declaration) with the County, the Association, as the permit assignee under the Palm Beach County Land Development Division Right-of-Way Landscaping and/or Irrigation Permit No. LA50791-1219 issued by the County on December 31, 2019 (the “Landscaping/Irrigation Permit”), among other things, assumed the duties, responsibilities, obligations and liabilities with respect to the ownership, maintenance, repair and replacement of landscaping and irrigation within the Lyons Road Median Maintenance Area, and keeping the drainage facilities (swales, inlets, etc.) clear of grass clippings, branches, leaves, etc. The Association hereby agrees to indemnify, defend and hold Lyons Road V, LLC and Declarant, and each of their respective partners, shareholders, directors, members, managers, officers, employees, agents, affiliates, successors and assigns, harmless from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from the Landscaping/Irrigation Permit, the Lyons Road Median Maintenance Area and/or the Association’s duties and obligations under and pursuant to the Landscaping/Irrigation Permit.

4. Affirmative Covenant to Pay Assessments. Clause (5) of Article VI, Section 1 of the Declaration is hereby amended and restated as follows: (5) all administrative and operational fees, costs and expenses incurred by the Association, including, without limitation, compensation paid by Association to managers, accountants, attorneys and other agents, employees and independent contractors providing labor and services to the Association such as, by way of example not limitation, any charge associated with an on-site restaurant in the form of a restaurant subsidy without regard to whether such funds are credited to each Owner.

5. This Second Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

6. Except as modified by this Second Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Second Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Second Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Second Amendment has been signed by the Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership

By: Boca Raton VII Corporation, a Florida corporation

WITNESSES AS TO DECLARANT:

Vanessa Mount
Signature
Print Name Vanessa Mount

By: [Signature], V.P.
Alan J. Fant, Vice President

[CORPORATE SEAL]

[Signature]
Signature
Print Name Kandida Rinker Jollay

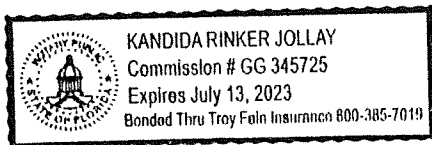
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of August, 2022, by Alan J. Fant, as Vice President of Boca Raton VII Corporation, a Florida corporation, the general partner of BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. He is personally known to me.

[Signature]
Notary Public, State of Florida at Large

Kandida Rinker Jollay
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

BOCA BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Michael Lintzen
Signature
Print Name Michael Lintzen

By: Amanda Cunningham
Amanda Cunningham, President

[CORPORATE SEAL]

Judith S. Sipple
Signature
Print Name Judith S. Sipple

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of August, 2022, by Amanda Cunningham, as President of BOCA BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.



JULIA CANADA
Commission # GG 967271
Expires April 9, 2024
Bonded Thru Budget Notary Services

Julia Canada
Notary Public, State of Florida at Large

JULIA CANADA
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: