OR BK 34179 PG 1823

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

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

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants, Restrictions and Easements for Boca Bridges. The Declaration of Covenants, Restrictions and Easements for Boca Bridges is recorded in Official Records Book 30659, at Page 810, in the Public Records of Palm Beach County, Florida.

| Beach County, Florida. | |
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| DATED this _ le_day of _ harch | , 2023. |
| WITNESSES | BOCA BRIDGES HOMEOWNERS' ASSOCIATION, INC. |
| Whichouff fact Signature By: | MARK SCHNEWER |
| Print Name () / / | Aus Int |
| Signature By: | retary (F. Facheli Tr., |
| Print Name | |
| STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH) | |
| The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of Murch, 2023, by MANK SCHNEISCA, as President, and Robert V. Sacheli V., as Secretary, of the Boca Bridges Homeowners' 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] | Notary Public |
| Stamped Notary Public State of Florida Laura L. Uribe My Commission GG 908421 Expires 08/27/2023 | Name typed, printed or My Commission Expires: 5/27/2023 |

Exhibit "A"

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

(new language shown by <u>underline</u>, deleted language shown by strikeout, "* * *" shows unaffected language)

Article VII of the Declaration of Covenants, Restrictions and Easements for Boca Bridges is hereby amended to provide as follows:

ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

* * *

Section 10. WORKING CAPITAL CONTRIBUTION. For each conveyance of a Lot by an Owner to a purchaser, there shall be collected from the purchaser at the time of closing of the conveyance from the Owner to the purchaser a working capital contribution to the Association in the amount of Three Thousand and No Cents (\$3,000.00) (the "Working Capital Contribution"). In the event the amount of twenty-five percent (25%) of the highest total of the then-applicable Assessments, excluding any Special Assessments levied against particular Lots and/or Owners to the exclusion of others, exceeds the Working Capital Contribution, the Board may, from time to time, increase the Working Capital Contribution to an amount not to exceed twenty-five percent (25%) of the highest total of the then-applicable Assessments, excluding any Special Assessments levied against particular Lots and/or Owners to the exclusion of others, by written resolution and without need to amend this Section 10. The funds derived from Working Capital Contributions are income to the Association and shall be held by the Association and used by the Board for any purposes, including, without limitation, funding the working capital requirements of the Association, satisfying the short-term cash flow requirements of the Association, and effectuating major repairs to or the replacement of existing capital assets of the Association. Each Owner acknowledges and consents that Working Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim, or right to any such Working Capital Contributions or funds composed of same. Working Capital Contributions shall not be deemed advance payment of Assessments, nor shall Working Capital Contributions have any effect on past or future Assessments. Notwithstanding the

foregoing, Working Capital Contributions shall not be applicable to conveyances to the Association or to an Institutional Mortgagee of record who obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure. Any Working Capital Contribution not paid upon closing in accordance with this Section 10 shall be assessable against the new Owner and the Lot as a Special Assessment, and such Special Assessment shall not require the consent of the Members, notwithstanding any provision of this Declaration to the contrary.

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

(new language shown by <u>underline</u>, deleted language shown by <u>strikeout</u>, "* * *" shows unaffected language)

Article IX, Section 1.M. of the Declaration of Covenants, Restrictions and Easements for Boca Bridges is hereby amended to provide as follows:

M. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost (individually or in the aggregate with others) not in excess of Twenty-Five Thousand Dollars (\$25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alterations or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.