



CFN 20150146682  
 OR BK 27484 PG 1527  
 RECORDED 04/23/2015 08:50:06  
 Palm Beach County, Florida  
 Sharon H. Bock, CLERK & COMPTROLLER  
 Pgs 1527 - 1532; (6pgs)

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and return to:  
 Boca Raton Associates VI, LLLP  
 1600 Sawgrass Corporate Parkway, Suite 400  
 Sunrise, Florida 33323  
 Attn: Steven M. Helfman, Esq.

SPACE ABOVE THIS LINE FOR PROCESSING DATA      SPACE ABOVE THIS LINE FOR PROCESSING DATA

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

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE BRIDGES (the "First Amendment") is made as of the 20<sup>th</sup> day of April, 2015, by BOCA RATON ASSOCIATES VI, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and by THE BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Florida 33323, on behalf of itself and all Owners as their agent and attorney-in-fact.

**WITNESSETH:**

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Easements for The Bridges and recorded the same on August 31, 2012 in Official Records Book 25424, at Page 1008 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 8 (1) of the Declaration, prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "The Bridges" (as such terms are defined in the Declaration); and

WHEREAS, Article XIII, Section 8 of the Declaration does not require the joinder of any Owner or the Association to any Amendment, provided, however, the Association shall join in the execution of any such Amendment at the request of Declarant; and

WHEREAS, Declarant desires to amend the Declaration as more fully set forth below; and

WHEREAS, the Turnover Date has not occurred as of the date first above written and the changes to the Declaration set forth in this First Amendment do not materially impair the common plan of development of The Bridges.

WHEREAS, Declarant has requested the Association to join in and execute this First Amendment and the Association has agreed to join and execute this Amendment on behalf of itself and all Owners as their agent and attorney-in-fact.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each capitalized term used herein, but not otherwise defined, shall have the same meaning as defined in the Declaration.

2. Subparagraph (4) of Section 6.C of Article IV is hereby deleted in its entirety and replaced with the following:

(4) Servient and Dominant Lot Owner Duties: Owners of Servient Lots shall not make any Improvements to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of the Maintenance Easement or any access or roof overhang easement appurtenant to the adjoining Dominant Lot reserved herein or with the flowage easement described in Section 6. Notwithstanding the foregoing, except as provided in Article X, Section 17 hereof, the Owner of a Servient Lot may install a fence or landscaping within such maintenance, access or roof overhang easement area provided such installation is approved by the Committee pursuant to Article VIII hereof, and all applicable governmental authorities. The Committee's approval may require that an operable gate be installed by the Owner of the Servient Lot to provide access to the maintenance, access and roof overhang easement areas for the Dominant Lot Owner.

Each Owner of a Dominant Lot, by acceptance of a deed or title for such Lot, hereby acknowledges that the Owner of the Servient Lot may install fencing within or upon the Servient Lot which encroaches into or cross over the maintenance, access and roof overhang easements reserved herein provided such fencing is approved by the Committee and all applicable governmental authorities. Each Owner of a Dominant Lot shall execute and deliver all documents required by the Association, the Committee, and/or the County to evidence such Owner's consent to the fence installation described in this subparagraph.

3. The following provision is hereby added to the Declaration as subparagraph J of Section 2 of Article VIII:

J. The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by Owner, which review and/or inspection may be performed by third parties. The Committee may require such Review and Inspection Fees to be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, the Committee shall have the right, at its option, to: (i) not release the security deposit described in Section 3 below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any such security deposit paid by Owner. In addition (and in addition to any other remedies under and pursuant to the Bridges Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by Owner, the

Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

4. The second sentence of Section 4 of Article X is hereby amended to read as follows:

No Owner shall store any items, materials or other personal property in the garage of such owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of at least two (2) vehicles inside of the garage.

5. The first paragraph of Section 17 of Article X is hereby deleted in its entirety and replaced with the following:

Section 17. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. Except as otherwise permitted in this Declaration and/or the Rules and Regulations, in no event may the Committee approve any request for a fence to be placed in any of the following areas: (a) the area between the front of a Home and the Street, Drive, Road and/or Roadway at the front of the Lot on which the Home is situated, unless specifically required by the Palm Beach County Unified Land Development Code, (b) except as provided below, in any Drainage Easement within the Property as set forth on the Plat, any Additional Plat or in a separate instrument recorded in the public records of the County; and (c) any Lake Maintenance Easement. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming and removal of any plants and other landscaping from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. Landscaping requested by the Committee consisting of a hedge or vegetative fence must comply with guidelines imposed by the Committee, including, without limitation, those relating to height restrictions and permissible locations. No Owner shall be permitted to attach their fence to any perimeter fence or wall located within any of the Buffers, Landscaped Areas or Grassed Areas, or to otherwise fence-in or enclose any portion of a Buffer or other Association Property.

6. This First Amendment shall become effective as of the date first above written.

7. Except as modified by this First Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

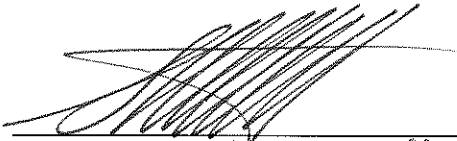
IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the date first set forth above.

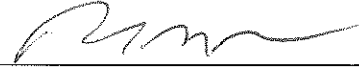
WITNESSES:

DECLARANT:

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

By: Boca Raton VI Corporation, a Florida corporation, its general partner

  
Printed Name: Steven M. Helfman

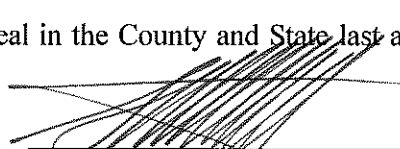
By:   
Name: Richard M. Norwalk  
Title: Vice President

  
Printed Name: SHAROLYN WEBB

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, the Vice President of Boca Raton VI Corporation, a Florida corporation, the general partner of BOCA RATON ASSOCIATES VI, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation. He/She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of April, 2015.

  
Notary Public, State of Florida at Large  
Steven M. Helfman  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

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

Nicole Hirschaw  
Printed Name: Nicole Hirschaw

By: Nicole Muscarella  
Name: Nicole Muscarella  
Title: President

Lynn Matoney  
Printed Name: Lynn Matoney

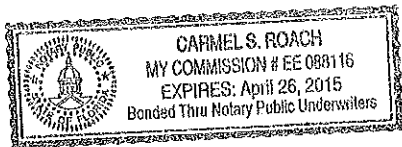
STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PALM BEACH         )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicole Muscarella, the President of THE BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of April, 2015.

Carmel S. Roach  
Notary Public, State of Florida at Large  
Carmel S. Roach  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



**MORTGAGEE'S CONSENT AND SUBORDINATION**

The undersigned, BANK OF AMERICA, N.A., as Agent ("Bank"), by virtue of that certain Assignment of Mortgage and other Loan Documents recorded July 22, 2005 in Official Records Book 18955, Page 551 of the Public Records of Palm Beach County, Florida is the owner and holder of the following loan documents, all as may have been amended, spread, modified and/or restated from time to time (collectively, the "Loan Documents"): (i) that certain Amended and Restated Real Estate Mortgage, Assignment, and Security Agreement given by Boca Raton Associates VI, LLLP ("Declarant") in favor of Florida Residential Funding, LLC, dated July 15, 2005 and recorded July 22, 2005 in Official Records Book 18955, Page 525; that certain Mortgage Modification Agreement and Notice of Future Advance dated June 10, 2010 and recorded June 24, 2012 in Official Records Book 23919, Page 1950; that certain Mortgage Modification Agreement and Notice of Future Advance dated December 21, 2010 and recorded December 28, 2010 in Official Records Book 24282, Page 232; that certain Third Mortgage Modification Agreement dated July 7, 2011 and recorded July 20, 2011 in Official Records Book 24647, Page 1508; that certain Fourth Mortgage Modification Agreement and Notice of Future Advance dated November 18, 2011 and recorded November 30, 2011 in Official Records Book 24878, Page 1001; all of the Public Records of Palm Beach County, Florida; (ii) UCC-1 Financing Statement recorded August 29, 2003 in Official Records Book 15769, Page 328 of the Public Records of Palm Beach County, Florida; and (iii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as those terms are defined in the foregoing Declaration of Covenants, Restrictions and Easements for The Bridges (the "Declaration"). Bank does hereby consent to the recording of the First Amendment to the Declaration and hereby subordinates its interests under the Loan Documents to the First Amendment.

Signed, sealed and delivered in the presence of:



Print Name: William Campano

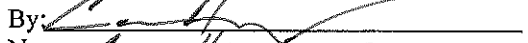


Print Name: Anisia Zospy

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

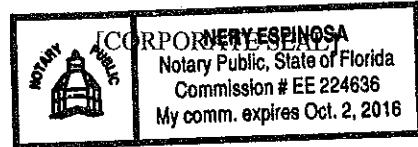
**BANK:**

BANK OF AMERICA, N.A., a national banking association, as Agent

By: 

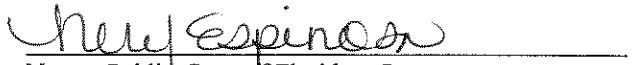
Name: Carlos Hernandez

Title: Vice President



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Hernandez, as Vice President of Bank of America, N.A., a national banking association, freely and voluntarily under authority duly vested in him/her by said bank, as Agent. He is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of April, 2015.



Notary Public, State of Florida at Large

Nery Espinosa

Typed, Printed or Stamped

My Commission Expires:

10/2/2016