

MAIL REQUEST

Community Name The Bridges HOA Bill to HOA
Prepared by Carmen R.
Date Submitted: 7/28/15 Mail by Date: 8/1/15 Date Sent: 7-31-15

MAILING TYPE

Annual _____ Budget _____ Newsletter _____
Special Assessment _____ Statement _____ Late Letters _____
Violations _____
Other: . Specify: MINUTES @ Amendments

COPIES

Of Total Units 552 # Of Copies Per Unit 107 # Color Copies Per Unit _____
Other _____
Please use double sided

ENVELOPES: TYPE/USED (Enter the amount of envelopes used)

#10 Window _____ #10 Plain _____ Plus Labels _____
Return _____ Ballot Return _____ #8 Inner Ballot _____
Proxy Return _____ 6 X 9 _____ 9 X 12 Window _____
10 X 13 * Other _____

MISC. CHARGES

Door Hangers _____ Plastic Bags _____
Other _____
544 @ 1.20 2 @ 3.31
4 @ 2.60 2 @ 3.36

MAILING CONTENTS (My mailing includes)

COPIES	Check all that apply	ENVELOPE INSERTS
Cover letter <u>MINUTES</u>	<input checked="" type="checkbox"/>	Late Notice _____ Return Env. _____
Proxy _____	<input type="checkbox"/>	Violation _____ Proxy Return Env. _____
Budget _____	<input type="checkbox"/>	Des. Voter Cert. _____ Ballot Return Env. _____
Ballot _____	<input type="checkbox"/>	Entity Certificate _____ #8 Inner Ballot Env. _____
Amendments _____	<input checked="" type="checkbox"/>	Welcome Package _____
Newsletter _____	<input type="checkbox"/>	_____

AFFIDAVIT

YES _____ NO _____
PREPARED _____ DATE _____

REVIEW

CAM C. Longrich DATE 7/28/15
BOARD MEMBERS _____ DATE _____
ADMINISTRATION Robert AHO DATE 7-30-15
SUPERVISOR _____ DATE _____
FINAL PROOF _____ DATE _____

Job Sheet

Date printed:

Thursday, July 30, 2015

Account Code:



BRG

Community:	BRG	Bridges, The
Job Name:	Meeting Notice	
Outer Envelope	9x12 Flat	
Sheet Inserts	07	
Business Reply Env	00	
Certified	<input type="checkbox"/>	
Priority Mail	<input type="checkbox"/>	

Job Notes: (Double Click to type in box)

Job Code:



QD070000

Mail Room Operator Signature:

Rodell

Process Date:

7.30.15

The Bridges Homeowner's Association, Inc.
C/O GRS Management Associates, Inc.
3900 Woodlake Blvd. Suite 309
Lake Worth, Fl. 33463
(561) 641-8554, Fax (561) 641-9448

July 22, 2015

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS

PRESENT

Nicole Muscarella, President
Ryan Courson, Vice President
Marcie DePlaza, Treasurer
Carmen Roozrokh, Property Manager

CALL TO ORDER

Nicole Muscarella, President @ 9:01 am

NEW BUSINESS

1. First Amendment to the Articles of Incorporation, Article X BOARD OF DIRECTORS, page 2 & 3
2. Second Amendment of the Declaration of Covenants, Restrictions and Easements

Marcie DePlaza motion that the Board of Directors pass the two (2) amendments as stated. Ryan Courson seconded the motion. Those in favor, say aye. Those opposed, say no. The "aye's" have it and the motion is passed.

ADJOURNMENT

There being no further business to come before the meeting, the meeting was adjourned at 9:15 am

This Instrument Prepared by and Should be Returned to:

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

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**FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION
FOR THE BRIDGES HOMEOWNERS ASSOCIATION, INC.
(DOCUMENT NO. N1100005680)**

THIS FIRST AMENDMENT TO THE ARTICLES OF INCORPORATION FOR THE BRIDGES HOMEOWNERS ASSOCIATION, INC. ("First Amendment") is made as of the 22nd day of July, 2015 THE BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

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 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements for The Bridges recorded April 23, 2015 in Official Records Book, 27484, at Page 1527, both of the Public Records of Palm Beach County, Florida (as so amended, collectively, the "Declaration"); and

WHEREAS, the Articles of Incorporation for the Association are attached as an exhibit to the Original Declaration (the "Articles");

WHEREAS, Article XIII, Section B of the Articles provides that prior to the Turnover Date these Articles may be amended by a majority vote of the Board at a duly called Board meeting, without the prior written consent of the Members;

WHEREAS, section 617.0821, Florida Statutes, provides, in relevant part that:

(1) Unless the articles of incorporation or the bylaws provide otherwise, action required or permitted by this act to be taken at a board of directors' meeting... may be taken without a meeting if the action is taken by all members of the board or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member. (2) Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. (3) A consent signed under this section has the effect of a meeting vote and may be

described as such in any document. (collectively, the “Unanimous Written Consent”); and

WHEREAS, the Board of Directors of the Association has approved this First Amendment at a properly noticed meeting of the Board held on July 22, 2015.

NOW, THEREFORE, the Association hereby declares that the Articles of Incorporation are 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. The following amendment is made to Article X of the Articles of Incorporation for The Bridges Homeowners Association, Inc.:

**FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
THE BRIDGES HOMEOWNERS ASSOCIATION, INC.**

*(new language shown by underline, deleted language shown by ~~strikeout~~,
“...” shows unaffected language)*

**ARTICLE X
BOARD OF DIRECTORS**

* * *

G. Upon the earlier to occur of the following events (“Declarant’s Resignation Event”), Declarant shall cause all of its designated Directors to resign:

* * *

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant’s Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant’s designated Director. This successor Director shall serve until the next Annual Members’ Meeting and until his successor is elected and qualified. In the event Declarant’s Resignation Event occurs at or prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth herein, and all of the Directors shall be elected by the Purchaser Members at such meeting.

H. At each Annual Members’ Meeting held subsequent to Declarant’s Resignation Event, all of the Directors shall be elected by the Members (a “Member Elected Board”); provided, however, that no such election of a Member Elected Board shall be required to occur at an Annual Members’ Meeting occurring in the same calendar year as an election of an Initial

Elected Board notwithstanding anything to the contrary set out in the Bylaws or these Articles of Incorporation. The determination of whether the election of a Member Elected Board shall occur in the same calendar year as an Annual Members' Meeting shall be made by the Board. At the first Annual Members Meeting held after the Initial Election Meeting of a Member Elected Board, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

* * *


3. This First Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida. Except as modified by this First Amendment, the provisions of the Articles of Incorporation shall remain unchanged and in full force and effect. In the event any of the provisions of this ~~Second~~^{First} 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~~^{Articles}, which shall remain in full force and effect, and any provisions of this ~~Second~~^{First} 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 First Amendment has been signed by the Association on the respective dates set forth below.

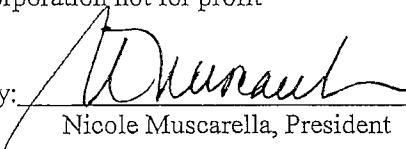
ASSOCIATION:

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

WITNESSES:


Printed Name: C. Ryan Coles


Printed Name: Kara Babcock

By: 
Nicole Muscarella, President

[CORPORATE SEAL]

[Notary Page Follows]

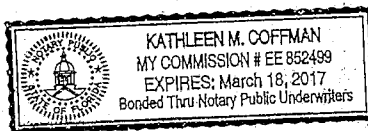
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 22nd day of July, 2015, 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.

Kathleen M Coffman
Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



This Instrument Prepared by and Should be Returned to:

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

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE BRIDGES (the "Second Amendment") is made as of the 22nd day of July, 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 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, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements for The Bridges recorded April 23, 2015 in Official Records Book, 27484, at Page 1527, both of the Public Records of Palm Beach County, Florida (collectively, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Declarant has reserved the right to, among other things, (i) modify the plan of development of The Bridges (including, without limitation, the right to modify the site plan for The Bridges, and/or (ii) add land to or withdraw land from The Bridges, all in such manner as Declarant, in its sole option, chooses; and

WHEREAS, pursuant to Article XIII, Section 22 of the Declaration, each Owner has: (i) acknowledged and agreed to his or her automatic consent to any rezoning, replatting, change, addition or deletion made in, on or to The Bridges by Declarant and defined as "Modifications" in the Declaration and which rezoning, replatting, change, addition or deletion may require one or more "Development Order Amendments" (as such term is hereinafter defined), (ii) designated the Association to act as agent and attorney in fact on behalf each Owner to consent to any Modifications, and (iii) irrevocably appointed Declarant as each Owner's agent and attorney-in-fact to execute, on behalf of and in the name of each Owner, and all documents and/or consents relating thereto; and

WHEREAS, pursuant to Article XIII, Section 23 of the Declaration, Declarant also has the right to change the zoning of any portion of the Property and/or to make such uses of all or

any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time; and

WHEREAS, the Development Order issued by the Board of County Commissioners of Palm Beach, Florida (as same has been and may hereafter be amended from time to time) with respect to The Bridges and other lands (the "Bridges Development Order") pertains to and otherwise encompasses lands which are or may comprise more than one community; and

WHEREAS, Declarant desires to clarify and amend the Declaration to provide that the Modifications that Declarant is entitled to seek include, without limitation, amendments to the Bridges Development Order ("Development Order Amendments") to, among other things, and without intent of limitation of any kind: (i) add additional land(s) and/or development rights to the AGR-PUD approved by such Development Order (as amended), (ii) increase the total number of residential units that can be constructed under the Bridges Development Order, which additional units would be used on property other than the land subject to the Declaration for The Bridges (such Bridges land referred to as Bridges North in the Bridges Development Order); and/or (iii) exchange parcels of land designated as preservation area(s) under the Bridges Development Order with other properties that will qualify as preservation area(s) for an AGR-PUD under and pursuant to applicable governmental codes and regulations; and

WHEREAS, pursuant to Article XIII, Section 8 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, but provides that upon request of the Declarant, the Association shall join in the execution of any such Amendment; 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, the changes to the Declaration set forth in this Second Amendment do not materially impair the common plan of development of The Bridges and this Second Amendment does not alter or otherwise impair the general scheme of development of The Bridges; and

WHEREAS, Declarant has requested the Association to join in and execute this Second Amendment and the Association has agreed to join and execute this Second 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. Recitals. 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. Development Order Amendments. The Declaration is hereby amended to provide that the Modifications that may be obtained by Declarant pursuant to Section 22 of the Declaration, and the reserved rights of Declarant pursuant to Section 23 of the Declaration to change the zoning of any portion of the Property and/or to make sure uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time, shall include and, not be limited to, any and all Development Order Amendments of the Bridges Development Order, whether sought by Declarant prior to and/or after the Turnover Date. Any such Development Order Amendments are not, and will not be deemed to be, material impairments of the common plan of development of the Bridges. Accordingly, pursuant to Sections 22 and 23 of the Declaration, each Owner and each occupant of a Home, is declared to have acknowledged and agreed to his or her consent to the Modifications as modified by this Second Amendment (to include Development Orders sought by Declarant) and shall, if requested by Declarant evidence such consent in writing. Further, each Owner further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all such documents and/or consents. The irrevocable power of attorney granted to Declarant and coupled with an interest in said Section 22 of the Declaration is extended to and includes all such Modifications as modified by this Second Amendment (to include Development Orders sought by Declarant).

3. Declarant Obligations. In the event any Development Order Amendments obtained by Declarant impose any conditions of approval (including, without limitation, conditions imposing any financial obligations) which do not already exist in the Bridges Development Order (collectively, "New Conditions"), Declarant shall be responsible, at Declarant's sole cost and expense to satisfy or cause satisfaction of such New Conditions.

4. Miscellaneous. This Second Amendment shall become effective as of the date first above written. Except as amended and modified by this Second Amendment, the provisions of the Declaration shall remain unchanged and in full force and effect. 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.

5. No Amendment Without Declarant's Consent. The provisions of this Second Amendment may not be amended or modified without Declarant's prior written consent.

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IN WITNESS WHEREOF, this Second 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

Sharolyn Webb

Printed Name: SHAROLYN WEBB

By: *[Signature]*

Name: Richard M. Norwalk

Title: Vice President

Kathleen M Coffman

Printed Name: KATHLEEN M COFFMAN

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 22nd day of July, 2015, 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.

Kathleen M Coffman

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

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

[Signature]
Printed Name: C. Ryan Courson

By: [Signature]
Name: Nicole Muscarella
Title: President

[Signature]
Printed Name: Kara Babcock

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

I HEREBY CERTIFY that on this 22nd day of July, 2015, 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.

[Signature]
Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

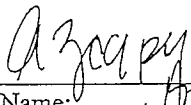
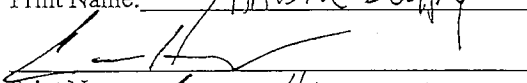


MORTGAGEE'S CONSENT AND SUBORDINATION

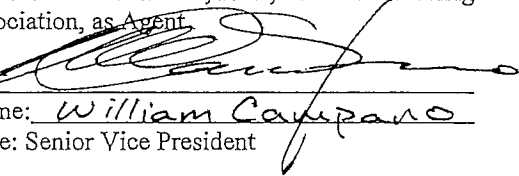
The undersigned, BANK OF AMERICA, N.A., as Agent ("Bank"), by virtue of that certain Assignment of Mortgage and other Loan Documents recorded July 22, 2005 in Official Records Book 18955, Page 551 of the Public Records of Palm Beach County, Florida is the owner and holder of the following loan documents, 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 and any amendment thereto (the "Declaration"). Bank does hereby consent to the recording of the Second Amendment to the Declaration and hereby subordinates its interests under the Loan Documents to the Second Amendment.

Signed, sealed and delivered in the presence of:

BANK:


Print Name: Anisia Zoopy

Print Name: CARLOS HERNANDEZ


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

By: 
Name: William Campano
Title: Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 28th day of July, 2015, 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 William Campano, as Senior 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.

	NERY ESPINOSA Notary Public, State of Florida Commission # EE 224636 My comm. expires Oct. 2, 2016 My Commission Expires:
---	---

10/2/2016

Nery Espinosa
Notary Public, State of Florida at Large
Nery Espinosa
Typed, Printed or Stamped