

This instrument prepared by
and when recorded return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500 East
West Palm Beach, Florida 33401
Will Call Box 22

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SECOND AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVENIR**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVENIR ("**Second Amendment**") is made and executed this 2nd day of October, 2018 by **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company (the "**Declarant**").

RECITALS:

A. Declarant recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Avenir on May 14, 2018 in Official Records Book 29849, Page 1173, as modified by that certain Partial Release of Master Declaration of Covenants, Conditions and Restrictions for Avenir recorded on September 14, 2018 in Official Records Book 30121, Page 1982, and as amended by First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Avenir recorded on September 26, 2018 in Official Records Book 30146, Page 475, all of the Public Records of Palm Beach County, Florida (collectively, the "**Declaration**").

B. Pursuant to Section 18.1 of the Declaration, during the Class "B" Control Period (as defined in the Declaration) Declarant has the right to unilaterally amend the Declaration, and the Class "B" Control Period has not yet expired.

C. Declarant desires to amend the Declaration as provided herein.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Common Areas Becoming CDD Property.** Section 15.5, Common Areas Becoming CDD Property, of the Declaration is hereby amended as follows (additions shown as double-underline and deletions shown as ~~strikethrough~~):

“15.5 Common Areas Becoming CDD Property. If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Community for any portion(s) of the Common Areas to be owned and/or administered by the CDD, rather than by the Association, and the CDD agrees to accept such portion of the Common Areas, such portions of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Association, and shall thereafter be considered CDD Property, once ~~even if~~ legal title has ~~not~~ been deeded to the CDD. When a part of the Community becomes CDD Property, the expenses of administration and maintenance shall cease to be Common Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Community, and the CDD agrees, the Association shall convey to the CDD the legal title to any Common Area which becomes CDD Property.”

3. **Disclosure Regarding Natural Areas.** The Declaration is further amended by adding a new Section 16.15, Disclosure Regarding Natural Areas, thereto as follows:

“16.15 Disclosure Regarding Natural Areas. Certain portions of Avenir are located in close proximity to natural areas such as the Northern Mitigation Area and the Conservation Areas. Accordingly, there is the potential for intrusion by, and contact with, wild animals (including but not limited to alligators, wild cats, and snakes) in the residential areas that are in close proximity to these natural areas. Additionally, there is the potential for wildfires within these natural areas, and accordingly a greater risk for wildfires to affect the residential areas in close proximity to these natural areas. EACH OWNER, OCCUPANT AND USER ACKNOWLEDGES AND AGREES THAT THE NATURAL AREAS MAY CONTAIN DANGEROUS WILDLIFE, AND BE PRONE TO WILDFIRES, AND THAT NONE OF THE DECLARANT, ASSOCIATION, OR THE CDD SHALL BE RESPONSIBLE FOR MONITORING SUCH WILDLIFE OR WILDFIRES OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE OR WILDFIRES. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.”

4. **Ratification; Effective Date.** Except as modified by this Second Amendment, the terms and provisions of the Declaration are hereby ratified and confirmed. This Second Amendment shall be effective upon recording in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be duly on the day and year first above written.

In the Presence of:

[Signature]
Print Name: Isabel Moreira

[Signature]
Print Name: CLARA L DIAZ

AVENIR DEVELOPMENT, LLC, a
Florida limited liability company

By: [Signature]
Name: Manuel M. Mato
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of October, 2018 by Manuel M. Mato, as President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, and who is ☒ personally known to me or ☐ has produced _____ as identification.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

