

**AMENDMENT TO THE
NEIGHBORHOOD COVENANTS FOR BAY MEADOW VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, the Bay Meadow Village Homeowners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Neighborhood Covenants for Bay Meadow Village originally recorded at Official Records Book 8062 Page 284, et. seq. of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its members, desires to further amend said Neighborhood Covenants for Bay Meadow Village in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article XI Section 5 of the Neighborhood Covenants for Bay Meadow Village, the Association hereby further amends the Neighborhood Covenants for Bay Meadow Village and any existing amendments related there as follows:

The Neighborhood Covenants for Bay Meadow Village (hereinafter collectively referred to as the "Covenants") shall be further amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Covenants or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

Amendment to the Neighborhood Covenants for Bay Meadow Village

Item 1: ARTICLE V

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender or otherwise insured, made or held by FHA, VA, FNMA or FHLMC and which is now or hereafter placed upon any property subject to assessment; provided, however, at any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, ~~any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender,~~ shall hold title subject to the liability and lien of any assessment coming due after such foreclosure sale (or conveyance in lieu of foreclosure) and issuance of Certificate of Title related thereto in the name of such mortgage lender as well as and in addition to the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. Furthermore, any third party purchaser at any such mortgage foreclosure sale, not including and aside from the First Mortgagee or its assignee, shall take title to a Lot/property subject to all outstanding unpaid Assessments due the Association including without limitation those unpaid Assessments accruing prior to the issuance of the Certificate of Title from a mortgage foreclosure sale. The lien of assessments shall also be subject to the liens of the assessments for the Foundation, the overall priority of liens being: tax liens, first mortgage liens, Foundation liens and then the lien created herein. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against any and all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

[signatures, witnesses and notary on following page]

IN WITNESS WHEREOF, the Association has caused this Amendment to the Neighborhood Covenants for Bay Meadow Village for Bay Meadow Village Homeowners Owners Association, Inc. to be duly executed and its corporate seal to be hereunto affixed this 22nd day July, 2021.

Bay Meadow Village Homeowners Association, Inc., a Florida not for profit corporation

Signed, Sealed & Delivered
in the presence of

Paula Reynolds
Shelly Morris

By: [Signature]

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

The foregoing Amendment to the Neighborhood Covenants for Bay Meadow Village Homeowners Association was acknowledged before me this 22nd day of July 2021 by Warren Dooz as President [title] of Bay Meadow Village Homeowners Owners Association, Inc.

My Commission Expires:



Regina A Matos
NOTARY PUBLIC
State of Florida