

Prepared by and return to:
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Wellington, Florida 33414

PROPOSED AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR TURNBURY VILLAGE

WHEREAS, Turnbury Village Homeowners Association, Inc., (sometimes herein referred to as the "Association") originally caused to be filed the Neighborhood Covenants for Turnbury Village originally recorded at Official Records Book 8377 Page 372, et. seq., as further amended of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its Owners, desires to further amend said the Neighborhood Covenants for Turnbury Village and any amendments related thereto in order to provide for the preservation of the values and amenities thus established;

WHEREAS, the Neighborhood Covenants for Turnbury Village (hereinafter collectively referred to as the "Declaration") shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strike through~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Paragraph, 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 Declaration or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

ARTICLE IV

Section 8. Capital Contribution. Only as involving all new Owners who take title to a Lot subsequent to the adoption of this Amendment, at the time of closing and conveyance of title of a Lot the new Owner of a Lot shall pay to the Association a contribution to a working capital fund of the Association an amount equal to .0015% of the purchase price of the Lot (inclusive of the home on the Lot) as reflected in closing documents as involving the purchase of the Lot (inclusive of the home on the Lot) which shall be in addition to the Owner's responsibility as involving regular and special assessment obligations as such comes due. The working capital contribution shall be reflected on the estoppel letter provided by the Association to the title company and is collectible from the new Owner at the time of the closing of the Lot (inclusive of the home on the Lot) by the title company and shall be remitted to the Association immediately following the closing of the Lot (inclusive of the home on the Lot). The working capital contribution shall be used by the Association as the Association shall determine from time to time

and need not be restricted nor accumulated. For purposes of this Section the term "conveyance of title" shall mean the transfer of the record legal title of a Lot (inclusive of the home on the Lot) by deed or other means of title conveyance, with or without valuable consideration and shall also refer to a transfer of possession and beneficial owners by means of agreement for deed. Notwithstanding the foregoing, however, the following conveyances shall be exempt from payment of this working capital contribution: (a) an intra-family conveyance, where no consideration is exchanged, made by an Owner to one or more of his or her immediate family members, which immediate family members shall be defined as such Owner's parents, children, grandchildren, siblings or spouse; (b) any conveyance between one co-Owner to another co-Owner which person shall be required to have been a co-Owner immediately prior to such conveyance; (c) any conveyance to a trustee or the Lot Owner's spouse without a change in occupancy, solely for estate planning or tax purposes without any consideration being exchanged; and (d) conveyance of title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

[signatures, witnesses and acknowledgment on following page]

IN WITNESS WHEREOF, Turnbury Village Homeowners Association, Inc., has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered

By: [Signature]
Print Name: Daniela Djen Wilson

Title: Witness

Dated: 9-3-2026

Turnbury Village Homeowners Association, Inc.

By: [Signature]
Print Name: CIRO ZUMMO

Title: President

Dated: 9-3-26

By: [Signature]
Print Name: Fedra Roda

Title: Witness

Dated: 09/03/2026

STATE OF FLORIDA

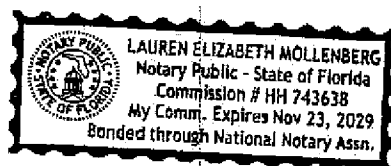
COUNTY OF PALM BEACH

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CIRO ZUMMO to me known to be the persons described in or who have produced FL D.L. as identification and by way of physical presence [☒] or online notarization [☐] who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of September, 2026.

My Commission Expires:



Notary Public

Sign: [Signature]

Print: Lauren Mollenberg