

This instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Ste. 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT  
TO THE  
NEIGHBORHOOD COVENANTS FOR BERMUDA DUNES VILLAGE**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Neighborhood Covenants for Bermuda Dunes Village. The Neighborhood Covenants for Bermuda Dunes Village are recorded in Official Record Book 10594, at Page 109, in the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 11TH day of MARCH, 2016.

WITNESSES

Paula Rappold  
Signature

Paula Rappold  
Print Name

Kaylee Chicca  
Signature

Kaylee Chicca  
Print Name

**BERMUDA DUNES VILLAGE NEIGHBORHOOD  
ASSOCIATION, INC.**

By: Vince Friscia  
VINCE FRISCIA, President

By: Brian Wisniewski  
Brian Wisniewski, Secretary

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

The foregoing instrument was acknowledged before me this 11TH day of MARCH, 2016, by VINCE FRISCIA, as President, and BRIAN WISNIEWSKI, as Secretary, of Bermuda Dunes Village Neighborhood Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC, State of Florida at Large

(SEAL)



PAMELA J. BOLENBAUGH  
MY COMMISSION # FF 210232  
EXPIRES: May 9, 2019  
Bonded Thru Budget Notary Services

EXHIBIT "A"

**AMENDMENT TO THE  
NEIGHBORHOOD COVENANTS FOR BERMUDA DUNES VILLAGE**

The Neighborhood Covenants for Bermuda Dunes Village are recorded in Official Record Book 10594, at Page 109, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

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**Item 1: Article 4, Section 14 of the Neighborhood Covenants for Bermuda Dunes Village ("Declaration") shall be amended as follows:**

Section 14. Working Capital Funds. Each time a lot is sold, the purchaser shall ~~deposit with pay to the Association a Working Capital Contribution in an amount to be determined by the Board from time to time but not to exceed a sum equal to One percent (1%) of the purchase price or up to the maximum rate permitted by law into a working capital fund~~ for the purpose of maintenance, reserve, emergency needs, non-recurring items, capital expenses, permits, licenses, general operation expenses and all utility deposits and advance insurance premiums for insurance policies and coverages and other advanced expenses pursuant to this Declaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital funds. The working capital funds may be commingled by the Association with any of its other funds. The Board of Directors shall have the authority to change the amount of the capital contribution identified herein once per year, at a meeting of the Board of Directors held either in conjunction with or around the time of the Annual Members meeting. Such change in the amount of the capital contribution shall be made as determined by the Board of Directors and shall not require a vote of the membership.

**Item 2: Article V, Section 21 of the Declaration shall be amended as follows:**

Section 21. 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, that 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 (or conveyance in lieu of foreclosure).~~ 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 line 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 all Lots subject to

assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.