

Prepared By and Return to:

0

WOODS

Jane S. Hunston, Esq. Jones, Foster, Johnston & Stubbs, P.A. 801 Maplewood Drive, Suite 22-A Jupiter FL 33458 CFN 20090032734 OR BK 23056 PG 0616 RECORDED 01/29/2009 16:16:06 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0616 - 666; (51pgs)

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF BERMUDA DUNES VILLAGE

WHEREAS, the Neighborhood Covenants for Bermuda Dunes Village ("Covenants") was recorded on August 21, 1998 in Official Record Book 10594, Page 109, Public Records of Palm Beach County, Florida; and

WHEREAS, that pursuant to Section 24 of said Covenants, the Covenants, Restrictions, Easements, Charges and Liens may be amended from time to time upon execution and recordation of the approval at a meeting of owners holding not less than Sixty-Six and two-thirds percentage (66 2/3%) vote of the membership of the Bermuda Dunes Village Neighborhood Association, Inc. ("Association"); and

WHEREAS, a meeting of the owners was held and the required percentage vote of the membership of the Association was obtained, approving this First Amendment to the Declaration of Covenants and Restrictions for Bermuda Dunes ("Amendment"), and

WHEREAS, the undersigned owners, as set forth in Exhibit "A" hereto, of real property located in Bermuda Dunes Village, as recorded in Plat Book 81, Page 83, Public Records of Palm Beach Gounty, Florida, have approved the terms of said Amendment as set forth in the attached Stateen (16) written instruments amending the Declaration of Covenants and Restrictions of Bermuda Dunes.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the Association amends the Neighborhood Covenants for Bermuda Dunes Village as set forth herein.

WITNESS

Bermuda Duneş-Village Neighborhood Assoc ation, Inc. By: Non. John C. Spencer, President

Book23056/Page616

Page 1 of 51

STATE OF FLORIDA COUNTY OF PALM BEACH

Village Neighborhood Association, Inc., who (Tis personally known to me or () has produced BARARA L. MATHIAS HY CONVERSION & DUTRING WY CONVERSION & DUTRING AND A DUTRING BARARA L. MATHIAS

P:/DOCE/25154/00001/DCG34U1657.DOC

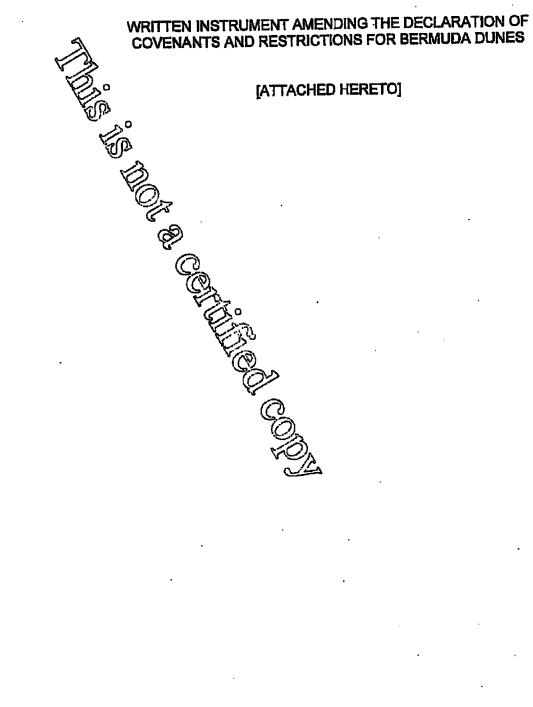
S

Notary Public My Commission Expires:

Book23056/Page617

Page 2 of 51

EXHIBIT "A"



. .

Book23056/Page618

Page 3 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND **RESTRICTIONS FOR BERMUDA DUNES**

The Jundersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Gapital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25,00. All such sums shall bear interest from the dates when due until paid

Book23056/Page619

Page 4 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosections same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or miss and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending Cot Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page620

Page 5 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Fundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine network of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines) In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

Signature

ው

Address Lange worth 1 Dete

Book23056/Page621

Page 6 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent? in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page622

Page 7 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owber(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and fate charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the residuitons and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or hies and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Ommon Areas (except for legal access) of defaulting Owners or tenants. The offending bot Owner or tenant shall be responsible for all costs of enforcement including attorneys researcually incurred and court costs.

Section 6. Fines. In addition to all etiter remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page623

Page 8 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as tollows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

(Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine ratio excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Finese) in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

Nbr Date

Book23056/Page624

\$N}

Page 9 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

 (\mathcal{O})

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Gapital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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, emission needs, non-recurring items, capital expenses, permits, licenses, general operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page625

Page 10 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosections are in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from the to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending by Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all ether remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page626

5

Page 11 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

刻2) Second non-compliance or violation: a fine not in excess of Five Aundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Collection of Fines (a) In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

Kevin B Clark	
<u>Kavin B Clark</u> Printed Name	1
2-3/1	7
Signature	

ര

5630	Bernuda	Dunes
Address		

2008 June 15 Date

Book23056/Page627

Page 12 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent? in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page628

Page 13 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remeties at the same time or successively, and attomeys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the cost of the action, through all applicable appellate levels. CAN S

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the (Jo Association.

Section 5. Enforcement Pailure of an Owner or Owner's tenant to comply with such restrictions, covenants or hiles and regulations shall be grounds for immediate action which may include, without initiation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending bot Owner or tenant shall be responsible for all costs of enforcement including attorneys tees actually incurred and court costs.

Section 6. Fines. In addition to afether remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page629

Þ

Page 14 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notice in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Finess) in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the count

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

ted Nan Ś inature

nes C

Book23056/Page630

0

Page 15 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Carital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page631

Page 16 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remeties at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement: Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or fulles and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending but Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page632

Ø

Page 17 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(12) Second non-compliance or violation: a fine not in excess of Five (14) Indred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of easessment of the penalties.

(e) Collection of Fines in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

É Name

Book23056/Page633

Page 18 of 51

<u>e_</u>r

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The endersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consend in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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, i non-recurring items, capital expenses, , permits, licenses, general operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's and other advanced expenses pursuant to this Decaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page634

Page 19 of 51

•

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remetiles at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the residuations and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Pailure of an Owner or Owner's tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without (imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending for Owner or tenant shall be responsible for all costs of enforcement including attorneys for actually incurred and court costs.

Section 6. Fines. In addition to all ether remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page635

Þ

Page 20 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

22) Second non-compliance or violation: a fine not in excess of Five (Fundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine hotin excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines In any action to recover a fine, the Association is entitled to collect its reasonable altorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: "These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

ce-Gonzalez Printed Name

Signature

DunesCircle 5

Date

Book23056/Page636

Page 21 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's and other advanced expenses pursuant to this Dectaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page637

Page 22 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and tate charges are unpaid, may foreclose the lien against the Lot on which the assessments and tate charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants, Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcements Pailure of an Owner or Owner's tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending by Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page638

Ø

Page 23 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine holding excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

SCM 1 Name Signature

Book23056/Page639

Page 24 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consend in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Gasital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 objecting expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page640

Page 25 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and fate charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remetiles at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosections same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate.levels.



ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Pailure of an Owner or Owner's tenant to comply with such restrictions, covenants or fulles and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending but Owner or tenant shall be responsible for all costs of enforcement including attorneys rese actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committeerof at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page641

Page 26 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as tollows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Aundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: "These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

i, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

06524470 Printed Name Signature

MURAPONS CIECO

Date

Book23056/Page642

0

Page 27 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The Undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consentition writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

 \mathcal{D}

;

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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, embryoency needs, , non-recurring items, capital expenses, , permits, licenses, general operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT-FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page643

Page 28 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in^o preparing and filing the claim of lien and the complaint, if any, and prosecutive same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



Þ

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Palure of an Owner or Owner's tenant to comply with such restrictions, covenants or here and regulations shall be grounds for immediate action which may include, without (imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending Lot Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page644

يند مە

1

Page 29 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

22) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine hopin excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

LANIGAN rinted Name idnature

<u>SS74 Bermuda Dumo Cuile</u> Address <u>May 31, 2008</u> Date 7

Book23056/Page645

÷...

Page 30 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her constant? in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

7

ļ

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page646

Page 31 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and fate charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all with sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



Ç

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement: Pailure of an Owner or Owner's tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending but Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all the remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page647

Page 32 of 51

ć

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Fundred Dollars (\$500.00).

(3) Epird and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

ted Name

5/24/08

Date

Book23056/Page648

Page 33 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The Jundersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

٦

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page649

Page 34 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosectaing same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include alk such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which free time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or hubs and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending but Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page650

Page 35 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as voltows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2(2) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notice in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Finess) in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

4HER olin Printed Name Signature

t

ermuda Dune Circle 08

Book23056/Page651

Page 36 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her conserve in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

. . . .

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25,00. All such sums shall bear interest from the dates when due until paid

Book23056/Page652

Page 37 of 51

s

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) ian rights as hereinabove provided for) against the Lot on which the assessments and fate charges are unpaid, may foreclose the lien against the Lot on which the assessments and fate charges are unpaid, or may pursue one or more of such remetiles at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.



Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement: Pallure of an Owner or Owner's tenant to comply with such restrictions, covenants or hues and regulations shall be grounds for immediate action which may include, without (imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending bot Owner or tenant shall be responsible for all costs of enforcement including attorneys tees actually incurred and court costs.

Section 6. Fines. In addition to all ether remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page653

Þ

Page 38 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Flundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the panalties.

(e) Collection of Finess) In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

i, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

Mathias Barbara Printed Name mat

Signature

583 Bermude Junes Con Address \$/25/08

Date

Book23056/Page654

Page 39 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

<u>.</u>

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section: 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association; the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page655

L

Page 40 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and tate charges are unpaid, may foreclose the lien against the Lot on which the assessments and tate charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosectating same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all and sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which fresh time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or fulles and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Ommon Areas (except for legal access) of defaulting Owners or tenants. The offending bot Owner or tenant shall be responsible for all costs of enforcement including attorneys fails actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page656

E S

Ø

Page 41 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Flyndred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine not necess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Finess) In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amandments to the Declaration as noted above.

Aencer d Name Print Signature

5575 Bermida Dunes Cin Address

2-96-08 Date

Book23056/Page657

Page 42 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her conserve in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sam equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page658

Page 43 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Oviner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its) lien rights as hereinabove provided for) against the Lot on which the assessments and rate charges are unpaid, may foreclose the lien against the Lot on which the assessments and rate charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and proseculting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement, Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or fulles and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending bot Owner or tenant shall be responsible for all costs of enforcement including attorneys frees actually incurred and court costs.

Section 6. Fines. In addition to all-ether remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page659

P)

Page 44 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

2) Second non-compliance or violation; a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine hat necess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fires: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines in any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

RLING CI PI inted Name Û.P. Signature

RMAA PUNKI (TRE ddress Date

Book23056/Page660

Page 45 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Florida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working Capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's and other advanced expenses pursuant to this Dectaration and the Exhibits attached hereto. All of the foregoing expenses or items may be paid from the working capital fund. . The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page661

Page 46 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its)lien rights as hereinabove provided for) against the Lot on which the assessments and fate charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and coets actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosection, same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement: Pallure of an Owner or Owner's tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without imitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending but Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page662

Þ

Page 47 of 51

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred
Dollars (\$100.00).

22) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Fines In any action to recover a fine, the Association is entitled to collect its reasonable attomey's fees and costs from the Owner or tenant as determined by the court.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

VEST Printed Name Signat

5638 BERNUDA DUNES CR. Address

5-26-08 Date

Book23056/Page663

Page 48 of 51

WRITTEN INSTRUMENT AMENDING THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERMUDA DUNES

The undersigned Voting Member of the Bermuda Dunes Village Neighborhood Association, Inc. (the "Association"), pursuant to the requirements set forth in the Declaration of Covenants and Bylaws for Bermuda Dunes, hereby gives his or her consent in writing in lieu of a meeting to the amendment of the Declaration of Covenants ("Declaration") as provided for herein below.

The original Declaration is recorded in Official Records Book 10594, Page 109 of the Public Records of Palm Beach County, Fiorida.

The Declaration is amended as follows:

ARTICLE IV: COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 14. Working capital Fund. , Each time a lot is sold, the purchaser shall deposit with Association a sum equal to One (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 operating expenses and all utility deposits and advance insurance premiums for insurance policies and coverage's 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 fund. The working capital fund may be commingled by the Association with any of its other funds.

ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within ten (10) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve months' worth of installments may be accelerated and become immediately due and payable in full. In addition, the Association may charge a late fee of \$25.00. All such sums shall bear interest from the dates when due until paid

Book23056/Page664

Page 49 of 51

at the rate of 24% per annum or up to the maximum rate permitted by law at the discretion of the Board and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

ARTICLE IX: ENFORCEMENT

Section 4. Compliance by Owners/Tenants. Every Owner or Owner's tenant shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 5. Enforcement. Failure of an Owner or Owner's tenant to comply with such restrictions, covenants or takes and regulations shall be grounds for immediate action which may include, without initiation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the right of use of Common Areas (except for legal access) of defaulting Owners or tenants. The offending Dot Owner or tenant shall be responsible for all costs of enforcement including attorneys fees actually incurred and court costs.

Section 6. Fines. In addition to all-other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Owner's tenant for failure of an Owner or tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner and tenant of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner or tenant shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to a Committee of at least three (3) members, appointed by the Board of Directors, who are not officers, directors, or employees of the Association or relatives of an officer, director or employee, after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner or tenant by not later than twenty-one (21) days after the

Book23056/Page665

Þ

Page 50 of 51

-

Committee's meeting. The Owner or tenant shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if the Committee's findings are made against the Owner or tenant) may impose fines against the Owner or tenant as follows:

 \sim° (1) First non-compliance or violation: a fine not in excess of One Hundred \sim° Dollars (\$100.00).

2) Second non-compliance or violation: a fine not in excess of Five (Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the Association to the applicable Owner or tenant, even if in the first instance, a fine notion excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.

(e) Collection of Finess) In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs from the Owner or tenant as determined by the court

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner or tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or tenant.

I, the undersigned Voting Member, hereby consent to the proposed amendments to the Declaration as noted above.

nature

1

rmuda Dunis Cir. Dete

Book23056/Page666

Page 51 of 51

OFFICIAL RECEIPT

.

CLERK OF THE CIRCUIT COURT, PALM BEACH COUNTY WILL CALL BOX #85

JONES FOSTER JOHNSTON & STUBBS P.A. Attention: Laura McNeili P.O. BOX 3475 WEST PALM BEACH, FL 33402-3475 561-659-3000 ext. 478

RECORDING FEES

CONSIDERATION: \$

•

DOCUMENT	Fees	Doc Deed		Doc Stamps- Mortgage	Intangible Mortgage	Тах-	Indexing		Abstract		TOTAL	
Amendment i Deciaration	× 443.50	\$		\$ -	\$		\$	25.50		1.60	\$	470.60
	\$ 443.50	\$	•		\$		\$	25.50	\$	1.60		
							TOTAL.				\$	470.60

Check no. Amount \$470.60

File No.:25154.1File Name:Bermuda Dunes