

W0685



Prepared By and Return to:

Jane S. Hurston, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
801 Maplewood Drive, Suite 22-A
Jupiter, FL 33458

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Palm Beach County, Florida
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**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 10584, 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

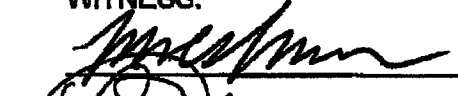
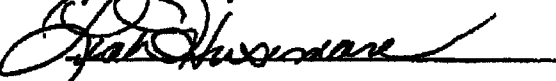
WHEREAS, a meeting of the owners was held and the required percentage vote of the membership of the Association was obtained, approving this First Amendment to the Declaration of Covenants and Restrictions for Bermuda Dunes ("Amendment"), and

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 County, Florida, have approved the terms of said Amendment as set forth in the attached sixteen (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.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment this 29 day of January, 2009.

WITNESS:

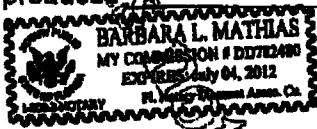



Bermuda Dunes Village
Neighborhood Association, Inc.

By: 
John C. Spencer, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29 day of January, 2009 by John C. Spencer, President of Bermuda Dunes Village Neighborhood Association, Inc., who (☒) is personally known to me or () has produced _____ as identification.



Barbara L. Mathias
July 4, 2012

Notary Public
My Commission Expires:

P:\DOCS\25154\00001\DOCS\AU1657.DOC

Certified Copy

EXHIBIT "A"

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

[ATTACHED HERETO]

This is not a certified copy

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 not 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 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.

Rein DBQ
Printed Name

Rein DBQ
Signature

SSida Berenard Duneville
Address LAKE WORTH, FL 33465

5/28/08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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:

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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.

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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

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(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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Law Capozzoli
Printed Name
[Signature]
Signature

5590 Bermuda Dunes
Address
Okla Lake North Fl.
5-25-08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Kenn B Clark
Printed Name

Signature

5630 Bermuda Dunes
Address

June 15 2008
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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

Judy Deal
Printed Name

Judy Deal
Signature

5639 Bermuda
Address DUNES CIRCLE
5-25-08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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:

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(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).

(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.

Vince Frasca
Printed Name
Vince Frasca
Signature

8567
Address
7/4/08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Aria L Arce-Gonzalez
Printed Name


Signature

5607 Bermuda Dunes Circle
Address

5/26/08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Robert D. Huscman
Printed Name

[Signature]
Signature

5535
Address

5/26/08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

CHUCK KIDGELL
Printed Name

[Signature]
Signature

5598 BERMUDA DUNES CIRCLE
Address

5-25-08
Date

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(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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 not 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 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.

John L. ANIGAN
Printed Name

John L. Anigan
Signature

5574 Bermuda Dunes Circle
Address

May 31, 2008
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 Lot Owner or tenant shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

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(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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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

S LIBRAE
Printed Name

S Librae
Signature

5631 Bermuda Dunes
Address

5/24/08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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:

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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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 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:

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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

Robert MAHER

Printed Name

RM

Signature

5599 Bermuda Dune Circle

Address

5/26/08

Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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.

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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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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.

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Barbara Mathias

Printed Name

[Signature]

Signature

5583 Bermuda Dunes Cir

Address

5/25/08

Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

Claude Spencer
Printed Name
[Signature]
Signature

5575 Bermuda Dunes Cir
Address
5-26-08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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The Declaration is amended as follows:

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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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 not 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 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.

STEVEN R. SPERLING

Printed Name

Steven R. Sperling

Signature

5343 BERMUDA DUNES CIRCLE

Address

5/25/2008

Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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 rules 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 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:

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(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

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

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

NESTOR VEIA
Printed Name
[Signature]
Signature

5638 BERMUDA DUNES CR.
Address
5-26-08
Date

BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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.

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BERMUDA DUNES VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

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

USA WERNER
Printed Name
Signature

5559 Bermuda Dunes Cir.
Address
5/25/08
Date

OFFICIAL RECEIPT

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

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

RECORDING FEES

CONSIDERATION: \$

DOCUMENT	Recording Fees	Doc Stamps- Deed	Doc Stamps- Mortgage	Intangible Tax- Mortgage	Indexing	Abstract Fee	TOTAL
Amendment to Declaration	\$ 443.50	\$ -	\$ -	\$ -	\$ 25.50	\$ 1.60	\$ 470.60
	\$ 443.50	\$ -		\$ -	\$ 25.50	\$ 1.60	
					TOTAL		\$ 470.60

Check no.
Amount \$470.60

File No.: 25154.1
File Name: Bermuda Dunes