

Prepared by and returned to:

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 175 SW 7 Street, Suite 1611
 Miami, Florida 33130

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
 RESTRICTIONS AND EASEMENTS OF BERKELEY PROPERTY OWNERS
 ASSOCIATION, INC.**

WHEREAS, the UNDERSIGNED, being the duly elected President of Berkeley Property Owners Association, Inc., does hereby certify that the attachment amendments to the Declaration for Berkeley Property Owners Association, Inc., were approved and adopted by the required percentage of the voting interests of the Association at a meeting of the members held on April 12, 2022, after due notice, where a quorum was present. The original Declaration for Berkeley Property Owners Association, Inc., is recorded at Official Records **Book 29708, Page 1174**, of the Public Records of Palm Beach County, Florida.

WITNESSES (TWO):

[Handwritten Signature]
 Signature for Witness One

Kristy Haage
 Printed Name

[Handwritten Signature]
 Signature for Witness Two

Jennifer Kulik
 Printed Name

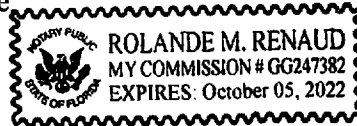
Berkeley Property Owners Association, Inc.

By: *[Handwritten Signature]*
 President

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

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2022, by _____, as Berkeley Property Owners Association, Inc., who is personally known to me or who has produced valid identification

[Handwritten Signature]
 Notary Public
ROLANDE M RENAUD
 Printed Name



**Amendments to the Declaration Covenants, Restrictions and Easements of Berkeley
Property Owners Association, Inc.**

(Deletions indicated by ~~strikeout~~, additions by underlining):

A. DECLARATION

1. Amendment to ADD a reserve provision for Article VII, Section 1, of the Declaration, recorded in Official Records **Book 29708, Page 1174**, of the Public Records of Palm Beach County, Florida.

**ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF
ASSESSMENTS**

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in an estimated annual operating budget ("Budget") prepared by the Board as required under the Berkeley Documents. Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and the state of the Lot's development and completion, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ration (20:1) compared to the Owners of Incomplete Lots, calculated as set forth below. In that regard, the Individual Lot Assessment for an Incomplete Lot shall be determined by dividing the total anticipated Operating Expenses by an amount equal to the sum of: (a) the product obtained by multiplying the total number of Completed Lots by twenty (20), and (b) the sum of such product and the total number of Incomplete Lots. The Individual Lot Assessment for a Completed Lot shall be an amount equal to the product obtained by multiplying the Individual Lot Assessment for an Incomplete Lot (as calculated above) by twenty (20). The number of Completed Lots and Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed title to all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Berkeley Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other

charges which Owners are obligated to pay pursuant to the Berkeley Documents or the enforcement of the use and occupancy restrictions contained in the Berkeley Documents.

MANDATORY RESERVES. Mandatory reserves shall be established separately for the Fountain Pump System, Lake Drainage System, Gate Replacement, Paint and Carpet for Structures and Pavement and Sidewalks. These mandatory reserves shall be included in the Association's annual budget as separate line items with the amount to be determined by the Association's Reserve Study obtained periodically by the Board of Directors or otherwise provided for in Florida Statute 720.303. This requirement to establish and maintain the above mandatory reserves shall not be removed without consent from the owners as set forth in Florida Statute 720.303.

REMAINDER OF ANY ARTICLES ARE UNCHANGED.

**Amendments to the Declaration Covenants, Restrictions and Easements of Berkeley
Property Owners Association, Inc.**

(Deletions indicated by ~~strikeout~~, additions by underlining):

B. DECLARATION

2. Amendment to ADD a capital contribution provision for Article VII, Section 3, of the Declaration, recorded in Official Records **Book 29708, Page 1174**, of the Public Records of Palm Beach County, Florida.

**ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF
ASSESSMENTS**

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Berkeley Documents and whether or not for a fee, costs or expense, which is included within the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the fees, costs and expenses (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property, the fees, costs and expenses (whether in whole or in part) of reconstructing or replacing such Improvements, and/or the fees, costs and expenses (whether in whole or in part) needed to supplement repair expenses not covered by insurance. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative consent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Association Property, or (c) uprighting or removing any fallen or dislodged trees as set forth in Article IV, Section 2.A. below; all of which shall not require such affirmative consent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, but subject to any affirming vote of the Members if and to the extent required by the HOA ACT, a Declarant-controlled Board may levy a Special Assessment. Special Assessment are not included in the Deficit Funding and/or Stated Guarantee set forth in Article VII, Section 5 and 6 below.

CAPITAL CONTRIBUTION. In all future conveyances of an interest in a Lot, the purchase/new Lot Owner(s) shall pay to the Association a one-time, non-refundable capital contribution in the amount of one thousand five hundred (\$1,500.00). The capital contribution shall be due and payable to the Association at the closing of a conveyance on a Lot or upon the signing and recording of any type of deed transferring an interest in a Lot. The capital contribution shall be deemed to be a special assessment against a Lot, collectable in the same manner as any other assessment in accordance with this Declaration and Chapter 720. The Association shall maintain a record of the total amount of capital contributions collected during each of its fiscal years. The Board of Directors shall use the capital contributions to offset the operating expenses of the Association. This provision shall not apply to the Association; an Owner of a first mortgage that takes title to a lot via foreclosure sale or deed in lieu of foreclosure; a transfer of a Lot by inheritance by a blood relative; or to transfers made by a Lot Owner to a trust for estate planning purposes so long as the Lot Owner remains in continuous possession of the Lot. Upon a change of possession of the Lot, the Working Capital Contribution shall be due and payable by the Trust. All other transferees shall be subject to this paragraph, including, but not limited to, third party purchasers at foreclosure sales. Such third party purchasers shall be responsible to pay the capital contributions to the Association within thirty (30) days of issuance of a Certificate of Title to a Lot.

REMAINDER OF ANY ARTICLES ARE UNCHANGED.