

This instrument was prepared by  
**HOWARD J. PERL, ESQ.**  
Becker & Poliakoff, P.A.  
1 E. Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF  
RESTRICTIONS OF SEASIDE DUNES**

WHEREAS, the Declaration of Restrictions has been duly recorded on November 12, 1996 in Official Record Book 9524 at Page 114 of the Public Records of Palm Beach County, Florida, and as subsequently amended (the "Declaration"). This amendment is intended to act as a preservation of the referenced covenants under Chapter 712, Florida Statutes; and

WHEREAS, at a duly called and noticed meeting of the membership of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, held May 13, 2022, the Declaration of Restrictions of Seaside Dunes was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendments as amended by the membership.

\* \* \*

**AMENDMENT TO  
THE DECLARATION OF RESTRICTIONS  
OF SEASIDE DUNES**

(NOTE: New language indicated by bold underline;  
deleted language indicated by ~~bold strikethrough~~).

\* \* \*

10. RESTRICTION ON TRANSFER OF MEMBERSHIP INTEREST. The Membership interest in the Association held by each LOT OWNER shall be transferable only in connection with and incident to the transfer of each such OWNER'S LOT. Membership in the Association shall be appurtenant to and may not be separated from the ownership of any LOT. No leasehold interest in the common areas may be acquired separate and apart from a transaction by which a person shall acquire the entire fee interest in a LOT. Each OWNER shall be entitled to no more than one (1) vote with respect to the fee ownership of each LOT. The transfer of a LOT by an instrument which fails to make reference to that LOT'S Membership interest in the ASSOCIATION shall be effective to transfer said MEMBERSHIP interest.

Capital Contribution. A Capital Contribution in an amount of Ten Thousand Dollars (\$10,000.00), shall be due and payable to the ASSOCIATION by the transferee upon the conveyance of a LOT by an OWNER. Such contribution shall be collected at closing. For purposes of this Article, the term "conveyance" shall mean the transfer of record legal title to a LOT by deed or other authorized means of conveyance, with or without valuable consideration,

and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Capital Contribution: (a) between a current ASSOCIATION member and another ASSOCIATION member; (b) between and among CO-OWNERS of the same LOT being transferred; (c) to the OWNER'S estate, surviving spouse or other heirs, resulting from the death of an OWNER; (d) to a trustee or the OWNER'S current spouse, solely for bona fide estate planning or tax reasons; (e) to an OWNER'S immediate family member (defined as spouse, parent, sibling, in-laws and children only); and (f) to a mortgagee or the ASSOCIATION pursuant to a final judgment of foreclosure or deed in lieu of foreclosure. Provided, however that upon a transfer that occurs following the exempt transfers described in (a) through (f) above, the Capital Contribution shall be due and payable as provided hereinabove. At the Board's sole discretion, the funds may be used to offset operating expenses, or otherwise as the Board shall determine from time to time and need not be restricted or set aside for reserves or capital expenditures.

\* \* \*

WITNESS my signature hereto this 19 day of May, 2022, at Delray Beach, Palm Beach County, Florida.

SEASIDE DUNES ASSOCIATION, INC.

Nicolas Lung  
Witness  
(PRINT NAME)

Adhennne Jill Cohen  
Witness  
(PRINT NAME)

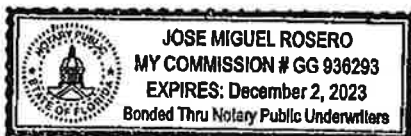
By: Daryl B. Dickson  
Daryl Dickson, President

Attest: Burt Greenberg  
Burt Greenberg, Vice President

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of MAY, 2022, by Daryl Dickson as President of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



Jose Miguel Rosero (Signature)

JOSE MIGUEL ROSERO (Print Name)

Notary Public, State of Florida at Large

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of May 2022, by Burt Greenberg as Vice President of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.



Leda H. Edelman (Signature)

Leda H. Edelman (Print Name)  
Notary Public, State of Florida at Large

This instrument was prepared by  
**HOWARD J. PERL, ESQ.**  
Becker & Poliakoff, P.A.  
1 E. Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301

This document was e-recorded by:  
Becker & Poliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301  
ID: 06 Book 33623, Pg. 1315  
DATE: 6/9/2022

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF  
RESTRICTIONS OF SEASIDE DUNES**

WHEREAS, the Declaration of Restrictions has been duly recorded on November 12, 1996 in Official Record Book 9524 at Page 114 of the Public Records of Palm Beach County, Florida, and as subsequently amended (the "Declaration"). This amendment is intended to act as a preservation of the referenced covenants under Chapter 712, Florida Statutes; and

WHEREAS, at a duly called and noticed meeting of the membership of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, held May 13, 2022, the Declaration of Restrictions of Seaside Dunes was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendments as amended by the membership.

\* \* \*

**AMENDMENT TO  
THE DECLARATION OF RESTRICTIONS  
OF SEASIDE DUNES**

(NOTE: New language indicated by **bold underline**;  
deleted language indicated by **~~bold strikethrough~~**).

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\* \* \*

WITNESS my signature hereto this 19 day of May, 2022, at Delray Beach, Palm Beach County, Florida.

SEASIDE DUNES ASSOCIATION, INC.

Nicolas Luna  
Witness  
(PRINT NAME)

Adnenne Jill Cohen  
Witness  
(PRINT NAME)

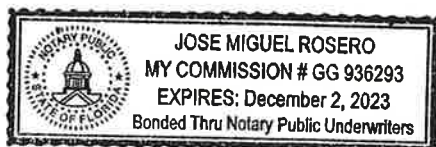
By: Daryl B. Dickson  
Daryl Dickson, President

Attest: Burt Greenberg  
Burt Greenberg, Vice President

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of MAY 2022, by Daryl Dickson as President of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

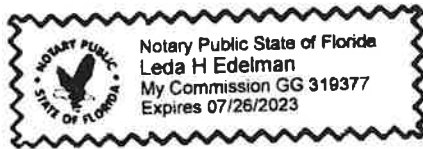


Jose Miguel Rosero (Signature)  
JOSE MIGUEL ROSERO (Print Name)  
Notary Public, State of Florida at Large

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of May 2022, by Burt Greenberg as Vice President of Seaside Dunes Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.



Leda H Edelman (Signature)

Leda H Edelman (Print Name)  
Notary Public, State of Florida at Large