

This instrument prepared by:
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 ST. JOHN, DICKER & KRIVOK
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SANTA CRUZ

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Restrictions and Easements for Santa Cruz Homeowners Association, Inc. The original Declaration of Covenants, Restrictions and Easements for Santa Cruz is recorded in Official Records Book 9130, Page 669 of the Public Records of Palm Beach County, Florida.

DATED this 21st day of August, 2000.

As to witnesses:

SANTA CRUZ HOMEOWNERS
 ASSOCIATION, INC.

Laura J. Monroe
 Witness

By: Louis Kordus
 Louis Kordus, President

K. J. Lunn
 Witness

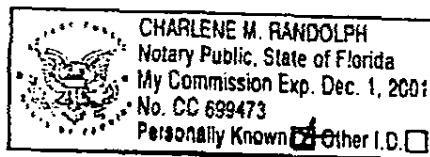
Attest: Karen Tavis
 Karen Tavis, Secretary

(Seal)

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21st day of August, 2000, by Louis Kordus and Karen Tavis, as President and Secretary of Santa Cruz Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced N/A and N/A as identification and who did take an oath.

(SEAL)



Charlene M. Randolph
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires: 12-1-2001

EXHIBIT "A"**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SANTA CRUZ**

The original Declaration of Covenants, Restrictions and Easements for Santa Cruz is recorded in Official Records Book 9130, Page 669, of the Public Records of Palm Beach County, Florida.

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

A new Article 16 of the Declaration of Covenants, Restrictions and Easements for Santa Cruz is ~~added~~ and shall read as follows:

ARTICLE 16. LEASE RESTRICTIONS.

Section 16.01 **Term of Lease.** No Owner may lease a Lot for a lease term of less than ~~four (4)~~ months nor more than three (3) times in any calendar year.

Section 16.02 **Lease For Residential Use.** A Lot may be leased only for residential purposes. Number of occupants shall be limited as follows: one (1) bedroom not more than two (2) persons; two (2) bedrooms not more than four (4) persons and three (3) bedrooms not more than six (6) persons. Leases shall be for the entire Lot and residence and subletting of any portion of said Lot and residence shall be prohibited.

Section 16.03 **Lease Approval Process:** **Leasing of Lots.** Notwithstanding anything to the contrary contained in the Declaration or any other document governing Santa Cruz, the Association, through the Board of Directors or a committee appointed by the Board, shall approve all leases. The following provisions shall govern the lease approval process:

(a) Procedure: Any Owner intending to enter into a lease shall give the Association prior written notice of such intention, together with the name and address of the proposed lessee and other occupants and such other information concerning the proposed lessee as the Association may reasonably require, and a copy of the proposed lease. The lease shall provide that lessee and other occupants are subject to the Association's Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time, and that the Association shall have the power to remove the tenant and other occupants by eviction or other legal process if the tenant or other occupants fail or refuse to comply with any

documents governing the Association. The Owner shall submit to the Association a properly executed Application For Approval Of Lease on a form provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition of approval.

(b) Failure to Give Notice: If the notice to the Association required by this Article 16 is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a Lot and residence, the Association, at its election and without notice, may approve or disapprove the transfer, and if disapproved, may remove the tenant or other occupants by eviction or other legal process.

(c) Application: The Board shall provide an Application form which will require specific data relating to the intended lessee and occupants. Said Application shall be signed by the Owner and tenant and submitted to the Association. By submitting an Application, the tenant and approved occupants agree to abide by all provisions contained in any document governing the Santa Cruz Homeowners Association, Inc. In addition, each Owner guarantees that his tenants will abide by all such provisions.

(d) Assessments: If the Owner of a Lot is in arrears in the payment of assessments, including regular or special assessments, such arrearage shall be grounds for disapproval of a lease.

(e) Transfer Fee: The Board shall charge a non-refundable lease Application fee in the amount of One Hundred Dollars (\$100.00) per Application for any lease, including lease renewals. The lease Application fee shall be paid when an Application is submitted to the Association.

(f) Approval or Disapproval: The Association, upon receipt of a properly completed Application and other information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within fourteen (14) days. The approval or disapproval shall be in writing executed by the President, or the Vice President, or other authorized individual, and shall be mailed to the Owner within fourteen (14) days to the address set forth in the Application. The failure of the Association to act within said time period shall constitute an approval of the proposed lease.

(g) Any approval granted herein is conditioned upon the tenant and approved occupants abiding by all provisions contained in any document governing Santa Cruz Homeowners Association, Inc., including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Board of Directors or a Committee appointed by the Board determines, upon giving the tenant or occupant notice and an opportunity to be heard, that a tenant or occupant has violated any provision of

the documents governing the Association, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenants, including but not limited to any of the remedies set forth below.

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This is not a certified copy