

This Instrument prepared by:
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West Palm Beach, Florida 33409

CFN 20040234612
OR BK 16869 PG 1277
RECORDED 04/28/2004 10:52:25
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
AND EASEMENTS FOR SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.**

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

DATED this 07 day of April, 2004.

WITNESSES:

SANTA CRUZ HOMEOWNERS
ASSOCIATION, INC.

Signature

By:

President

VP: Alex Greenwood
Print Name

Signature

Attest:

Secretary

NANCY CLEMENTSON
Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of April, 2004, by Frank Pata, as President and Carol L. Gordon, as Secretary of Santa Cruz Homeowners Association, Inc., who are personally known to me or who produced _____ as identification.



John R Math
My Commission DD001348
Expires March 15, 2006

NOTARY PUBLIC
State of Florida

My Commission Expires: 3/15/06

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.**

The 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.

Article 6, Section 6.03 of the Declaration of Covenants, Restrictions and Easements for Santa Cruz shall be amended as follows:

6.03 Amount of Common Assessments; When Payable. At least twenty-four (24) days prior to the beginning of each fiscal year the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual budget may also include a reasonable sum as determined by the Board of Directors for reserves to fund deferred maintenance including, without limitation, repairing the roads and painting the units. The annual Common Assessment for each Lot shall equal the amount of the operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by all Lots. From time to time during the fiscal year, the Board may modify the budget for the fiscal year, and upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in equal monthly installments unless determined by the Board, from time to time, to be payable less frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than ten days from the date of the notification of such Assessments. The budget and Assessments procedure shall be further subject to the provisions of the Bylaws.

Article 6, Section 6.04 shall be amended as follows:

6.04 Maximum Annual Assessment Rate. The maximum annual Common Assessment on a

**EXHIBIT
"A"**

Lot (which does not include any Individual Assessments or Special Assessments) shall not exceed \$1,200.00 (or \$100.00 per month); except that (i) the Annual Budget for year 2004 only may be twenty-five percent (25%) greater than the 2003 Budget; (ii) the Board may, by a majority vote thereof, increase said maximum amount by an amount up to but not more than 10% over the Annual Common Assessment for the then preceding year and (iii) any increase in excess of said 10% limit may be made if same is approved by a majority vote of the Members, at a meeting called for such purpose at which a quorum is present, in person or by proxy after not less than fourteen (14) days, nor more than sixty (60) days prior notice thereof. If the quorum requirement is not met, a second meeting may be called by giving notice the same number of days in advance as the first meeting.

Article 6, Section 6.07 shall be amended as follows:

6.07 Special Assessments. In addition to the Common and Individual Assessments authorized above, subject to the provisions in Section 6.09 below, the Board may levy at any time a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital Improvement, upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other Common Expenses of the Association not originally budgeted, including shortfalls in Common Assessments. Any Special Assessment for the addition or construction of any new structure, improvement, or facility which is not a replacement of a previously existing structure, improvement or facility may be levied only with the approval of a majority of all Lot owners.

END OF AMENDMENTS

EXHIBIT
"A"