

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SWEETBAY VILLAGE**

The Declaration of Covenants and Restrictions for Sweetbay Village was filed in the public records of St. Lucie county, Florida, at Official Records Book 566, Pages 2935 through 2978. The same Declaration of Covenants and Restrictions for Sweetbay Village is hereby amended as approved by a duly called special meeting of the Sweetbay Village Homeowners Association, Inc., held on the 4th day of May, 1999.

1. Article 4, Section 4.1, Section 4.4.1, 4.4.2, Section 4.4.3, Section 4.4.4, Section 4.4.5, Section 4.5, Section 4.9.6; Article 6, Section 6.2, Section 6.7; Article 7, Section 7.1, Section 7.2 of the Declaration of Covenants and Restrictions are amended as follows:

ARTICLE 4
ASSOCIATION PROPERTY AND COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property is vested in the Association. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Association Property and Common Property, and for routine maintenance of the lawns and landscaping of the grassy area outside Dwellings (with the exception of trees and shrubbery, added by the Unit Owner, which are not included in the Association's contract for grounds maintenance), and for the painting of the exterior surfaces of all dwellings at intervals determined appropriate by the Board of Directors, and for the payment of all property taxes and other assessments which are liens against the Association Property and the Common Property, from and after the date of recordation of this Declaration.

(THE REMAINDER OF THIS SECTION REMAINS UNCHANGED)

mail Record and Return to:
Sweetbay Village Homeowners Association, Inc.
12600 Harbour Ridge Boulevard
Palm City, FL 34990

(NOTE: For ease of reference, Sections 4.4.1, 4.4.2, 4.4.3, 4.4.4, and 4.4.5, which are being amended, list the property the Association shall maintain and be responsible for.)

4.4.1 The pool and poolhouse located on the Common Property.

4.4.2 The streets, street lights, and mailboxes within Sweetbay Village.

4.4.3 All landscaping of the Common Property and Association Property, the landscaping of the grassy areas outside of the Dwellings, the lawns of all Units, and all sodding, irrigation, and the planting and care of trees and shrubbery on the Common Property and the Units, with the exception of trees and shrubbery, added by the Unit Owner, which are not included in the Association's contract for grounds maintenance.

4.4.4 The painting of the exterior surfaces of all Dwellings at intervals determined appropriate by the Board of Directors.

4.4.5 The Association, based upon the judgment of the duly elected Board of Directors, will perform the aforementioned maintenance at intervals determined appropriate by the Board. Should a dwelling require maintenance or painting anytime between those intervals, such shall be the responsibility of the individual Owner. The Association may also contract for partial painting or cleaning of any portion of the Dwellings or driveways, should the Board determine that such is appropriate for all Dwellings. In addition, the Association may contract for inspection of the Dwellings for the purpose of identifying building exterior maintenance requirements.

4.4.5 Deleted.

4.9.6 The right of the Association, its agents and employees, and any management entity contracted by the Association, to have access to the Units for purposes of performing maintenance for which the Association is responsible.

ARTICLE 6 ASSESSMENTS AND LIENS

6.2 General Assessments. General Assessments shall be determined annually for the purposes of maintenance and management of the Association, the Association Property and the Common Property, routine maintenance of the lawns and landscaping of the grassy areas outside Dwellings (with the exception of trees and shrubbery, added by the Unit Owner, which are not included in the Association's contract for grounds maintenance), and the painting of the exterior surfaces of all Dwellings at intervals determined appropriate by the Board of Directors, and for the purpose of promoting the safety and welfare of the owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property, routine maintenance of

the lawns and landscaping of the grassy areas outside the Dwellings, with the exception of trees and shrubbery, planted by the Unit Owner, which are not included in the Association's contract for grounds maintenance; the painting of the exterior surfaces of all Dwellings at intervals determined appropriate by the Board of Directors; property taxes and assessments against, and insurance coverage for, the Association Property and Common Property; legal and accounting fees; maintenance of the streets and street lighting; maintenance of the pool and poolhouse; management fees; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Association may also charge an administrative late fee on delinquent assessments, as determined by the Board of Directors, which fee may be levied for each quarter of delinquency.

(THE REMAINDER OF THIS SECTION REMAINS UNCHANGED)

ARTICLE 7
MAINTENANCE OF PROPERTY

7.1. Association Responsibilities. The Association shall be responsible for maintenance of the Association Property, the Common Property, the pool and poolhouse,, the Streets, street lights, mailboxes, and the lawns and landscaping of the grassy area outside the Dwellings (with the exception of trees and shrubbery, added by the Unit Owner, which are not included in the Association's contract for grounds maintenance). The Association shall also be responsible for the painting of the exterior surfaces of all Dwellings at intervals determined appropriate by the Board of Directors. The Association shall not be responsible for extraordinary maintenance of the Units, nor shall the Association maintain casualty insurance covering the Units.

7.2 Unit Owner Responsibilities. The Owner of each Unit shall be responsible for maintenance of the interior areas of his Dwelling, and for the maintenance of the roof, driveway, exterior walls, windows, doors and screen enclosures of his Dwelling, except when the Association performs exterior painting, cleaning, or other maintenance to all the Dwellings or driveways, as determined appropriate by the Board of Directors. The Unit Owner shall also be responsible for the maintenance of shrubbery and trees, added by the Unit Owner, which are not covered in the Association's contract for grounds maintenance. (THE REMAINDER OF THIS SECTION REMAINS UNCHANGED)

2. The foregoing amendments to the declaration of Covenants and Restrictions for Sweetbay Village was approved at a special meeting of the Sweetbay Village Homeowners Association, Inc., held on May 4, 1999.

3. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Covenants and Restrictions for Sweetbay Village are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 28th day of October, 1999.

WITNESSES:

SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC.

Nancy C. Moore
Witness Signature

By: James P. Morrissey
James P. Morrissey, President

Nancy C. Moore
Printed Name of Witness

Margarita Alvarado
Witness Signature

Margarita Alvarado
Printed Name of Witness

Nancy C. Moore
Witness Signature

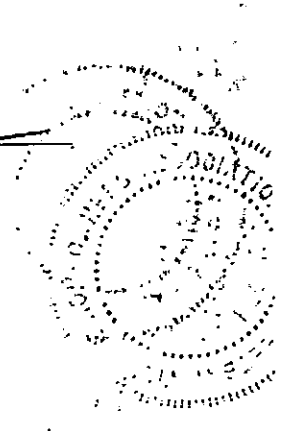
By: Audrey Sprague
Audrey Sprague, Secretary

Nancy C. Moore
Printed Name of Witness

Margarita Alvarado
Witness Signature

Margarita Alvarado
Printed Name of Witness

CORPORATE SEAL



CERTIFICATE

Sweetbay Village Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Covenants and Restrictions for Sweetbay Village, a copy to which this is attached, were duly and regularly approved at a special meeting of the Sweetbay Village Homeowners Association, Inc., held on May 4, 1999.

EXECUTED this 28th day of October, 1999.

WITNESSES:

SWEETBAY VILLAGE HOMEOWNERS ASSOCIATION, INC.

Nancy C. Moore
Witness Signature

By: James P. Morrissey
James P. Morrissey, President

Nancy C. Moore
Printed Name of Witness

Margarita Alvarado
Witness Signature

Margarita Alvarado
Printed Name of Witness

Nancy C. Moore
Witness Signature

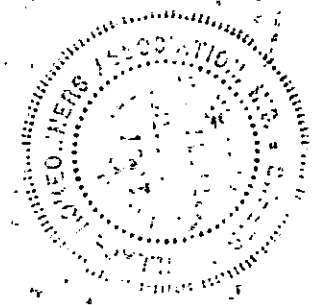
By: Audrey Sprague
Audrey Sprague, Secretary

Nancy C. Moore
Printed Name of Witness

Margarita Alvarado
Witness Signature

Margarita Alvarado
Printed Name of Witness

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 28th day of October
1999, by James P. Morrissey, President of Sweetbay Village Homeowners Association,
Inc., who is personally known to me.



"OFFICIAL SEAL"
Nancy C. Moore
My Commission Expires 8/1/2000
Commission # CC 567923

Nancy C. Moore
Nancy C. Moore
Notary Public

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 28th day of October
1999, by Audrey Sprague, Secretary of Sweetbay Village Homeowners Association, Inc.,
who is personally known to me.



"OFFICIAL SEAL"
Nancy C. Moore
My Commission Expires 8/1/2000
Commission # CC 567923

Nancy C. Moore
Nancy C. Moore
Notary Public