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 Sharon R. Bock, CLERK & COMPTROLLER
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This instrument prepared by:
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 West Palm Beach, Florida 33409
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**CERTIFICATE OF AMENDMENT TO THE
 BY-LAWS OF
 SONOMA BAY COMMUNITY HOMEOWNERS ASSOCIATION, INC.**

Sonoma Bay, Inc., a Florida Corporation, as Declarant, hereby certifies that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the By-Laws of Sonoma Bay Community Homeowners Association, Inc. The original Declaration of Covenants, Restrictions and Reciprocal Easements is recorded in Official Records Book 20395 Page 0659, of the Public Records of Palm Beach County, Florida. As authorized pursuant to Article 12.7 of the aforesaid Declaration, this amendment was approved by the undersigned as Declarant.

DATED this 16th day of April, 2010.

[Signature]
 Witness
[Signature]
 Witness

SONOMA BAY, INC.
 By: [Signature]
 President
 Attest: [Signature]
 Secretary
 (SEAL)

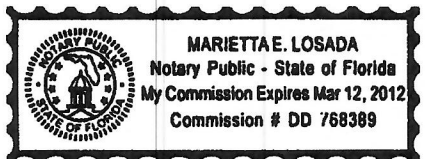
STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

BEFORE ME personally appeared Leon Wolfe, the President, and Mara Males, Secretary, of Sonoma Bay, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Sonoma Bay, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Corporation.

WITNESS my hand and official seal this 16th day of April, 2010.

[Signature]
 Notary Public, State of Florida at Large
 My Commission Expires:

(SEAL)



278010104.02C2

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND
RECIPROCAL EASEMENTS**

**AND
BY-LAWS OF**

SONOMA BAY COMMUNITY HOMEOWNERS ASSOCIATION, INC.

The original Declaration of Covenants, Restrictions and Reciprocal Easements is recorded in Official Records Book 20395 at Page 0659 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

**DECLARATION OF COVENANTS, RESTRICTIONS AND
RECIPROCAL EASEMENTS**

ITEM 1: Article 7.8.1 of the aforesaid Declaration shall be amended to read as follows:

An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and other charges coming due with respect to its Dwelling while it is the Owner. The Declarant shall be liable for all unpaid Assessments and charges against each Dwelling which it owns, up to the time of its conveyance, without prejudice to any right the Declarant may have to recover from the Owner any amounts paid by the Declarant. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas. No Institutional Mortgagee shall be liable for any Assessments unless and until it acquires title to one or more Dwellings, at which time any such Institutional Mortgagee shall be liable for all Assessments accruing to such Dwelling or Dwellings after the date it acquires title. In addition, and notwithstanding anything stated to the contrary in this Declaration or the Association By-Laws, upon acquiring title, such Institutional Mortgagee shall be responsible for twelve (12) months delinquent assessments, or one (1%) percent of the original mortgage debt, whichever is less. However, if at anytime the law requires a greater amount to be paid by the Institutional Mortgagee, the law shall control.

ITEM 2: Article 9.3.1 of the aforesaid Declaration shall be amended to read as follows:

Commencing on June 1, 2010, the Association shall obtain adequate insurance covering the exterior of each building, including

This is Not a Contract

the roofs, all buildings and insurable improvements located within the Properties; such insurance shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, and all personal property owned by the Association shall be insured for its full insurable value, with such deductibles as may be determined by the Board, in its sole and absolute discretion, all as determined annually by the Board. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (ii) avoid liability for a loss that is caused by an act of the Association, or an officer thereof, or by one or more Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized; that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss. Further, as of the above date, each owner shall be required to adequately insure all interior portions of his unit, including all personal property, fixtures, floor, wall and ceiling coverings located within his unit.

ITEM 3: Article 10.6 of the aforesaid Declaration shall be amended to read as follows:

- A. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Areas. No dog, cat or other pet may run loose (unleashed) on the Common Areas and all pets must be on a leash not more than six (6) feet long or carried when outside of the Dwellings. The Association may from time to time limit the areas designated for walking pets.
- B. Owners shall be limited to the keeping of not more than two pets, each weighing no more than 35 pounds, within their Unit and shall be subject to the rules and regulations of the Association as may be adopted from time to time regulating the keeping of pets within Units.

Notwithstanding the above, from time to time, the Board of Directors may prohibit specific breeds or other animals from residing within the community.

ITEM 4: There shall be a new paragraph added to Article 10.12 of the aforesaid Declaration, which shall read as follows:

Leasing of Dwellings shall be subject to the prior written approval from the Association. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations of the Association or other applicable provisions of any agreement, document or instrument governing the Association. No portion of a Dwelling (Other than an entire Dwelling) may be leased. Dwellings may be leased only for a minimum of a one year term. The Owner and the tenant will be jointly and severally liable to the Association for any damage to Common Areas to pay any claim for injury or damage to property caused by the negligence of the tenant and the Owner shall deposit with the Association a Common Area damage deposit of not less than up to \$1,000.00, as determined by the Board of Directors, from time to time. Developer reserves the right to utilize Dwellings as models or for such other purposes as it sees fit, including, but not limited to, the sale and leaseback of such units. In the event an owner becomes delinquent in payment of assessments or other charges to the Association, and if the unit is being leased, the Association may notify the tenant to commence to pay the rent to the Association. Such payments shall continue until the tenant is notified that the delinquency is satisfied. Providing the tenant is making such payments to the Association, the owner shall not have the authority to evict the tenant for non-payment of rent.

ASSOCIATION BY-LAWS

ITEM 5: Article 6.3(b) of the Association By-Laws shall be deleted in its entirety as follows:

6.3 The following actions may not be take by the Association or the Board without the affirmative vote of at least eighty percent (80%) of the votes of Voting Members:

- b. ~~Commencing litigation other than litigation to enforce compliance with these By-Laws, the Articles or the Covenants;~~

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**SECOND AMENDMENT TO
RULES AND REGULATIONS OF
SONOMA BAY COMMUNITY HOMEOWNERS ASSOCIATION, INC.**

The Rules below append Article 10 of the Declaration of Covenants, Restrictions and Reciprocal Easements of Sonoma Bay (the "Declaration"). For additional Rules and Regulations of the Association, see also Article 10 of the Declaration and any and all other amendments to the Rules and Regulations.

**SECTION 10.12
LEASING OF DWELLINGS**

10. Applications of prospective lessees may be rejected on the basis of a criminal record or unacceptable credit rating or history.

**SECTION 10.15
NO PERSONAL PROPERTY ON COMMON AREAS**

1. No personal property of any Owner, family member, tenant, subtenant, guest or invitee, including without limitation bicycles, toys, furniture or other personal property shall be placed or stored on any Common Areas at any time. Any such personal property placed or found on any Common Areas may be removed at any time by the Association or its managing agent and, if not claimed as provided below, it may be disposed of by the Association.

2. Upon removal of any personal property as provided above, the Association shall undertake reasonable efforts to identify the owner of such property and to deliver written notice to such owner. If the Association identifies the owner and delivers written notice to such owner via any reasonable method, including, without limitation, attachment of such notice on the door of owner's dwelling, the owner shall have a period of twenty-four (24) hours from the Effective Date of such notice to retrieve the personal property. The Effective Date shall be determined by either (i) the postmark date, or (ii) the date of personal delivery to such owner by the Association.

3. If, after exercising reasonable efforts, including attachment to such personal property of a general notice to all owners with a description of the personal property and where and when found, the Association is neither able to identify the owner of nor the owner has made a claim for the personal property at the end of a period of twenty-four (24) hours from when found, the Association shall be free to dispose of such personal property in whatever manner it deems appropriate, with the decision of the Board of Directors regarding such disposal being final.

4. The association shall have no obligation as to the condition or security of any such personal property during any period it is being held.

5. In addition to the remedies of the Association set forth in Article 2 of the Declaration, to the extent the Association incurs expenses in removing any such personal property, such expenses may, in the discretion of the Board of Directors, be charged to the owner of the personal property.

**PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND
RECIPROCAL EASEMENTS
OF
SONOMA BAY COMMUNITY HOMEOWNERS ASSOCIATION, INC.**

The original Declaration of Covenants, Restrictions and Reciprocal Easements is recorded in Official Records Book 20395 at Page 0659 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

There shall be a new Section 7.17 added to Article 7 of the aforesaid Declaration which shall provide as follows:

7.17 Capital Contribution. A capital contribution in the amount of Five Hundred (\$500.00) Dollars, shall be due to the Association upon any transfer of title to any unit, except that a capital contribution shall not become due in the event the transfer of title results from an individual inheriting a unit, or if the transfer of title is for the purpose of estate planning. If the capital contribution is not received by the Association within thirty (30) days of the transfer of title, it shall be deemed an assessment, and collectible in the same manner as an assessment. The capital contribution may be utilized by the Association for any proper common expense.