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RECORD VERIFIED

**CERTIFICATE OF AMENDMENT OF THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
TURTLE CREEK EAST II**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of TURTLE CREEK EAST II was recorded in Official Record Book 802, Page 2686, Public Records of Martin County, Florida;

WHEREAS, Section 17 of the Declaration provides that the Declaration may be amended by the vote of the Declarant alone during the period that the Declarant has sole control of the Association;

WHEREAS, the Declarant currently has sole control of the Association;

WHEREAS, the Declarant desires to amend the Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, the Certificate and the amendments shall be recorded in the Public Records of Martin County, Florida.

NOW, THEREFORE, the Declaration is hereby amended in the particulars as stated in Exhibit "1" attached hereto; these amendments shall run with the real property described in Exhibit "A" attached to the Declaration and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

THIS DOCUMENT PREPARED BY:
Jay Steven Levine, Esquire
LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
(407) 626-4700

OR 800 9 9 2 PG 1 0 8

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the Declarant.

DATED this 21 day of December, 1992.

WITNESSES:

Sign: [Signature]
Print: Eric Mendelsohn

Sign: [Signature]
Print: Thomas F. Voss

BECKWITH & ASSOCIATES, INC.

By: Sign [Signature]
President
Print BECKWITH

Current Address _____

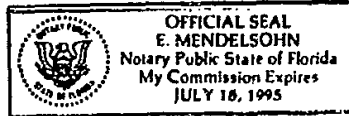
By: Sign [Signature]
Secretary
Print SUSAN RUEDE

Current Address 11586 US1, Box 39
NPB, FL 33401

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on the 21 day of December, 1992, before me personally appeared William R. Beckwith, President, and Susan Ruede, Secretary of BECKWITH & ASSOCIATES, INC., a Florida Corporation, who are personally known to me or who has produced _____ (If left blank, personal knowledge existed) as identification and who did take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at December 21st, 1992 in the County of Palm Beach, State of Florida, this day and year last aforesaid



NOTARY PUBLIC:

Sign [Signature]
Print Eric Mendelsohn

State of Florida at Large (Seal)
My Commission Expires:

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EXHIBIT "1"

1. The following provision shall be added to the end of Section 10 of the Declaration:

"Reference to Owner in this Section 10 from whom the Association shall collect assessments or charges shall only mean and refer to an owner who is obligated to pay an assessment under Section 11(a) of this Declaration, and shall apply to Declarant only to the extent that the Declarant is obligated to pay assessments under Section 11 of this Declaration."


2. Section 11(a) of the Declaration shall be amended to read as follows:

"11. Covenants to Pay Assessments. (a) The Owner of any Lot by acceptance of a deed from the Declarant therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, interest thereon, late charges, costs of suits, expenses and attorney's fees, if any, as may be established and or determined as provided for in this Declaration; it is the current intention of the Declarant, and has been the original intention of the Declarant, that the obligation for assessments shall first commence as to a Lot on the date of the recordation of a deed from the Declarant to a third party. Notwithstanding the foregoing to the contrary, commencing with January 1, 1993, the Declarant shall be obligated to pay assessments with respect to any Lot(s) it owns on which a dwelling structure is certified for occupancy; an assessment shall be prorated as of that date, if necessary. The annual and special assessments, together with interest thereof at the rate of Eighteen (18%) Percent per annum from the due date if not paid prior to the elapse of the grace period, costs of suit, expenses and reasonable attorney's fees, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. The lien shall be evidenced by an instrument executed by the Association and recorded in the Public Records of Martin County, Florida, shall be enforced in the same manner as is provided for by law for the enforcement of mechanic's and materialmen's liens."

3. Section 21 of the Declaration shall be amended to read as follows:

"Enforcement of Covenants. Enforcement of these covenants may be made by an Owner or the Association, by an action against any person or persons violating or attempting to violate these covenants either to restrain the violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney. In the event of any litigation involving the Association and the Developer, the prevailing party shall be entitled to recover against the other, reasonable costs and attorney's fees, including those incurred at appellate proceedings."

VNTURTLECA\exhib1

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MARSHA STELLER
CLERK OF CIRCUIT COURT
BY  D.C.

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