



CFN 20100036327
OR BK 23665 PG 1842
RECORDED 01/28/2010 11:09:34
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1842 - 1845; (4pgs)

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
PROTECTIVE COVENANTS FOR SANDALWOOD ESTATES**

I **HEREBY CERTIFY** that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Protective Covenants for Sandalwood Estates. The original Protective Covenants is recorded in Official Records Book 2663, Page 478, of the Public Records of Palm Beach County, Florida.

DATED this 13 day of JANUARY, 2010.

**SANDALWOOD ESTATES HOMEOWNERS
ASSOCIATION, INC.**

[Signature]
Witness

By: [Signature]
President

[Signature]
Witness

Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

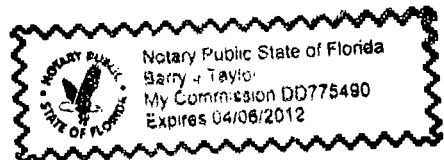
BEFORE ME personally appeared RATHLEEN KENNEL, the President, and LENDRE DINGLE, Secretary, of Sandalwood Estates Homeowners Association, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Sandalwood Estates Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 13 day of January, 2010.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires: 04-06-2012

(SEAL)

25810101.10C



**AMENDMENTS TO THE
PROTECTIVE COVENANTS FOR SANDALWOOD ESTATES**

The original Protective Covenants for Sandalwood Estates are recorded in Official Records Book 2663 at Page 478 of the Public Records of Palm Beach County, Florida.

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

PROTECTIVE COVENANTS

Item 1: There shall be a new paragraph added to Article 1 of the Protective Covenants for Sandalwood Estates which shall read as follows:

All references to the Developer, Divosta Co., and all rights still retained by the Developer are hereby deleted.

Item 2: The first paragraph of Article 3(h) of the aforesaid Protective Covenants, as amended, shall be amended to read as follows:

Notwithstanding any provision to the contrary in these Protective Covenants, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to replace the mansard of units on a one-time basis only. In addition, the Association may paint the mansards, fences, air conditioner enclosures, and kitchen walls, also on a one-time basis. The term "mansard," referred to in the balance of this Article shall also include the above-mentioned fences, and kitchen walls. The mansard shall be defined as the shingles on the exterior portion of the unit. Upon recording of this amendment, the Board shall determine which mansards are in quality condition and need not be replaced, and this amendment shall not be applicable to such units.

Item 3: There shall be a new paragraph added to Article 6 of the aforesaid Protective Covenants, as amended, which shall read as follows:

In the event a lease is approved by the Association, the Owner and Lessee both agree to the following: In the event the Owner is delinquent in the payment of any assessment for more than thirty (30) days, the Association may notify the Lessee of the delinquency and in such event, the Lessee shall be obligated to commence paying all future rent payments to the Association, until the delinquent assessments and related charges are paid in full to the Association. At such time, the Lessee shall resume paying rent to the Owner.

During the period of time that the Lessee is paying his rent to the Association, the Owner may not evict the Lessee for non-payment of rent. However, if the Lessee does not pay the rent to the Association as required herein, the Association shall have the authority to evict the Lessee. In such an event, the Owner shall be obligated to reimburse the Association for the costs and attorneys fees incurred by the Association.

Item 4: Article 10 of the aforesaid Protective Covenants shall be amended to read as follows:

~~When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgagee, the mortgagee shall be responsible to pay assessments as required by law such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling or chargeable to the former homeowner of such parcel which became due prior to acquisition of title as a result of the foreclosure until said dwelling is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the homeowners including such acquirer, his successors and assigns.~~

Item 5: Article 13(j) of the aforesaid Protective Covenants shall be amended to read as follows:

~~Trucks, vans, Commercial vehicles (except while the vehicle is performing a service to the common area or a unit), motorcycles, boats, trailers, motor homes, buses, and other such vehicles shall not be allowed to park at any time during the hours of midnight through 7:00 a.m. overnight on areas within the confines of Sandalwood Estates, except as allowed by the Association. However, motorcycles shall be permitted to be parked within the courtyard. All motor vehicles must be maintained as to not create an eyesore in the community. Any vehicles parked in violation of this restriction may be towed, and/or the Association may pursue any other legal action. For purposes of this restriction, commercial vehicles shall include any vehicle which displays exterior graphics, commercial-type lettering, an exterior logo, or advertising, and/or displays tools and/or work equipment.~~

Item 6: There shall be a new Section 4 added to Article 16 of the aforesaid Protective Covenants, as amended, which shall read as follows:

4. In addition, upon transfer of title, the Association shall receive a capital contribution in an amount equivalent to one quarterly assessment. If this amount is not paid, it shall be deemed an assessment against the unit.

Item 7: There shall be a new Section 5 added to Article 16 of the aforesaid Protective Covenants, as amended, which shall read as follows:

Limitation of Ownership. Notwithstanding anything stated to the contrary in the Protective Covenants or any other governing document, an individual and the individual's family members, and any entity in which the individual or family members have an interest, shall not own in whole or in part more than five (5) units. In addition, no person or entity may own more than five (5) units by using a "straw" purchaser to circumvent the intent of this paragraph. The term "family members" for the purposes of this paragraph is defined as parents, siblings, children, grandparents, cousins, aunts, uncles and spouses. If the individual is not married, then the term "spouse" shall also include a person who is the equivalent of the individual's spouse.

Item 8: Article 16(4)(g) of the aforesaid Protective Covenants, as amended, shall be amended to read as follows:

In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. The Association shall also have the right to evict an approved lessee, if that lessee or his family have violated any restriction contained in the governing documents. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

25810101 20A