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DR BK 13838 PG 1259
Palm Beach County, Florida

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 Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment 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 3rd day of JUNE, 2002.

[Signature]
Witness

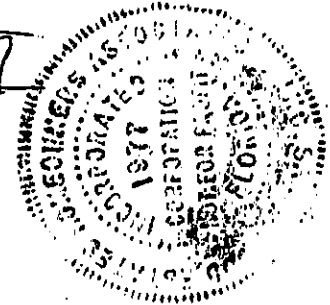
[Signature]
Witness

**SANDALWOOD ESTATES HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]
President

Attest: [Signature]
Secretary

(SEAL.)



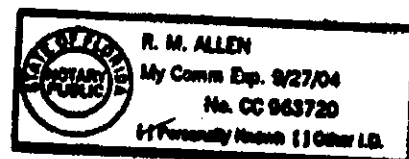
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Scott Peck, the President, and Karl Rantenstauen, Secretary, of Sandalwood Estates Homeowners Association, Inc., who produced N/A and N/A 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 3rd day of June, 2002.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires: 9/27/04

(SEAL.)



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AMENDMENT TO THE PROTECTIVE COVENANTS FOR SANDALWOOD ESTATES

The original Protective Covenants for Sandalwood Estates is 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.

ITEM 1: Article 6 of the Protective Covenants shall be amended to read as follows:

The Association shall collect a ~~semi-annual~~ quarterly charge from each homeowner. This charge shall be used to maintain the common property. This charge shall include the cost of property and casualty insurance maintained by the Association on each dwelling structure. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate the Sandalwood Estates property. Each homeowner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his dwelling by the Association for such sum and in this event the Association shall be entitled to attorneys' fees and costs. Unless otherwise specifically provided by written notification from the Board of Directors, these assessments shall be due in four (4) equal installments on January 1st, April 1st, July 1st, and October 1st of the year for which the assessments are made. Any assessment not paid within thirty (30) days after the due date shall automatically become delinquent and shall bear interest from the date due until paid at the rate of interest voted by the Board of Directors, or if not so voted at the highest legal rate permissible. In addition, the Board of Directors may vote to assess a late fee in a sum not to exceed Twenty-Five (\$25) Dollars per late payment.

ITEM 2: There shall be a new paragraph added to Article 6 of the Protective Covenants which shall read as follows:

Notwithstanding anything stated to the contrary in the Protective Covenants or other governing documents, the Board of Directors shall have the authority to levy a special assessment during the budget year for any proper common expense of the Association.

ITEM 3: Article 4 of the Protective Covenants shall be amended to read as follows:

Property and casualty insurance on each dwelling structure shall be maintained through the Association. Each homeowner will be assessed ~~semi-annually~~ quarterly as a portion of his maintenance for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. ~~Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due. The Association shall have the right to file alien against the property of such homeowner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.~~

AMENDMENT TO THE PROTECTIVE COVENANTS FOR SANDALWOOD ESTATES*(balance of provision remains unchanged)***ITEM 4: Article 7 of the Protective Covenants shall be amended to read as follows:**

The Association shall be billed annually by the Palm Beach County Tax Collector's office for the real estate tax on the property owned by the Association. Each homeowner shall be responsible for an equal share of that tax and will be assessed quarterly as a portion of his maintenance. ~~The Association shall bill each homeowner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days interest shall be charged at the rate of ten (10%) percent per annum from its date until paid. The Association shall have the right to pay the homeowners share of the tax and to file a lien against the property of such homeowner who shall fail to make the required payment. Said lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of the bill or enforcement of the lien.~~

ITEM 5: There shall be a new Article 17 added to the Protective Covenants of Sandalwood Estates which shall read as follows:

In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or member of his family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall become a Special Assessment upon the townhouse of the said owner. In the event the assessment is not paid, a lien will be imposed on said owners townhouse unit as provided herein.

ITEM 6: The third paragraph of Article 13(n) of the Protective Covenants shall be amended to read as follows:

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain 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 addition, in the event the Association incurs any attorney fees (with or without litigation) in pursuing a violation, the violating owner shall be obligated to pay such attorney fees. If these attorney fees are not paid by the responsible owner, they shall be deemed a Special Assessment upon the townhouse of the said owner and collectible in the same manner as a Special Assessment.

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ITEM 1: Article 3 of the Protective Covenants shall be deleted in its entirety and the following shall be substituted in its place, to wit:

3. OBLIGATION FOR MAINTENANCE. Responsibility for the maintenance of the property at Sandalwood Estates shall be as follows, to wit:

1. Townhouse units.

(a) Each unit owner is responsible for the maintenance and operation of his individual townhouse unit. Furthermore, each unit owner shall and agrees to maintain in good repair and in a safe, neat, attractive and quality condition, the exterior portions of the townhouse units, including but not limited to: roof; exterior walls (both within and without the courtyard areas); areas underneath the roof overhangs; approved improvements; fencing in and around the courtyard; and fencing surrounding the air conditioning units.

(b) Normal maintenance of the roof, fencing surrounding the air conditioning units, or painting/staining of the exterior portions of the townhouse units shall be done uniformly and at the same time for the entire building involved, upon agreement of the homeowners in the particular building. The expense of same shall be borne equally by the said homeowners.

(c) In the event of exterior townhouse unit damage or destruction, which is wholly within the dimensions of one townhouse unit, the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of the exterior portions of a townhouse unit is caused by the negligence or wilful misconduct of any homeowner, such negligent or wilful owner shall bear the entire cost of the repair.

(d) In the event that any owner shall fail to properly maintain his townhouse unit as provided for in Section 1 (a) and 1 (b) of this Article or shall fail to make and pay for repair or replacement as provided for in Section 1 (c) of this Article; and in the judgement of the Board of Directors, same shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring owners and residents, or should constitute a hazard to persons or property; then the Board may provide notice of such condition(s) to the property owner, demanding that such condition(s) be corrected within thirty (30) days from the date the notice was sent. In the event that the owner does not rectify the condition(s) at the end of such period, then the Association may: (1) Contract to have the necessary work performed, whereupon the cost of such work shall be charged as a Special Assessment against the unit owner and unit, and collectible as any other Special Assessment hereunder and in the By-Laws of the Association; and/or (2) Seek injunctive relief against the owner to cause compliance with the Association's aforesaid notice. In connection therewith, the Association shall recover interest and all costs and reasonable attorneys fees.

(e) In the event that a homeowner shall neglect or refuse to pay for his share of maintenance, repair or replacement as provided for above, any other aforesaid homeowner may after approval from the Board of Directors, affect the maintenance, repair or replacement and shall be entitled to a lien (which shall include interest, costs and attorneys fees, and collectible like any assessment levied by the

AMENDMENT TO THE PROTECTIVE COVENANTS FOR SANDALWOOD ESTATES

Association) on the townhouse of the homeowner so failing to pay for his share of the maintenance, repair or replacement.

(f) If a homeowner shall give or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at its option to exercise the rights of the mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage(s) any amounts paid by the mortgagee for maintenance, repairs, or replacement hereunder and not reimbursed to said mortgagee by the particular homeowner.

(g) Access to the Association at Reasonable Hours. For the purpose of performing any exterior maintenance pursuant to Section 1 of this Article, the Association, through its authorized agents, servants, employees or contractors, shall have the right to enter into the courtyard area or upon any townhouse unit at reasonable hours, except Sunday and legal Holidays.

2. Common Area. The maintenance and operation of the Common Area shall be the responsibility of the Association and a common expense.

ITEM 2: There shall be a new Article 14 added to the Protective Covenants of Sandalwood Estates which shall read as follows:

14. ALTERATIONS AND IMPROVEMENTS: ARCHITECTURAL CONTROL COMMITTEE.

1. Alterations and Improvements by Unit Owners; Architectural Control Committee. Each unit owner agrees not to make or cause to be made any structural additions, alteration, repair, decoration, replacement, pressure cleaning or change (except that permitted or required in this Declaration); to, in or about the exterior portions of the units, including but not limited to exterior walls, roof, roof overhangs, and other approved improvements, fencing in and around the courtyard and fencing surrounding the air conditioning units without express written consent of the Architectural Control Committee. Said Committee shall be composed of three (3) or more representatives appointed by the Board. Notwithstanding the above, no approval is necessary for the pressure cleaning of the interior of the courtyard area or for the planting of landscaping within the courtyard area. However, no landscaping may be planted by an owner on the Common Area.

2. Architectural Control Committee: Approval Process. Should a unit owner desire to alter or improve the exterior portions of his unit as provided in Section 1 of this Article, the owner must submit the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same, to the Architectural Control Committee. In rendering its approval or disapproval, the Committee shall consider the harmony and compatibility of the external design and location of proposed alteration or improvement, with the surrounding structures and topography. In the event that the Committee fails to approve or disapprove the design and location within 45 days after said plans and specifications have been fully submitted to it, approval shall not be required; and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration, repair or change.

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ITEM 1: There shall be a new Article 16 added to the Protective Covenants of Sandalwood Estates which shall read as follows:

16. In order to assure a community of congenial residents and thus protect the value of the dwellings and to further the continuous development of the Sandalwood Estates community, the sale of townhouse units shall be subject to the following provisions:

1. The townhouse unit owner shall notify the Association in writing of his intention to sell his townhouse unit and furnish with such notification a copy of the contract for sale.

2. Upon receipt of the aforementioned, the Association shall without delay issue a Certificate indicating the Association's approval of the transaction. It shall be the responsibility of the purchaser of the townhouse unit to furnish the Association with a recorded copy of the deed of the conveyance indicating that the owner's mailing address for all future maintenance bills and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute a copy of the rules and regulations of Sandalwood Estates acknowledging that he takes title subject to those rules and regulations which he agrees to abide by. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the new purchaser.

3. It is not the intention of this Article to grant the Association a right of approval or disapproval of purchasers. It is, however, the intent of this paragraph to impose an affirmative duty on the townhouse unit owners to keep the Association fully advised of any changes in ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Protective Covenants which run with the land, any transaction which is conducted without compliance with this Article may be voided.

4. Lease Approval Process: Leasing of Units. Notwithstanding anything to the contrary contained in this or any other documents governing Sandalwood Estates, the Association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease approval process:

(a) Procedure: Any owner intending to make a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state that lessee is subject to the Association's Protective Covenants, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Association.

(b) Failure to Give Notice: If the notice to the Association herein is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

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(c) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all tenants promise to abide by all provisions contained in any document governing the Sandalwood Estates Homeowners Association, Inc. In addition, each owner guarantees that his tenants will abide by such provisions.

(d) Assessments: The failure of a unit to be current in the payment of maintenance assessments is a ground for disapproval of a lease.

(e) Transfer Fee: The Board may charge a non-refundable transfer fee in the amount of One Hundred (\$100) Dollars. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association. Within ten (10) days of receipt of the application and other requested information, the Association may conduct an interview with the prospective lessee and occupants.

(f) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within thirty (30) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within the said time period shall constitute and automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Sandalwood Estates Homeowners Association, Inc., including the Protective Covenants, Articles of Incorporation, By-Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the owner and/or tenant, including but not limited to and of the remedies set forth below.

(g) Remedies: 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. In the event any attorneys fees are incurred by the Association, as a result of non-compliance with this Article, the attorneys 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.

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ITEM 1: There shall be a new Article 15 added to the Protective Covenants of Sandalwood Estates which shall read as follows:

15. SYSTEM OF FINES FOR NON-COMPLIANCE.

1. Scope. Any owner who fails to comply with the provisions of any of the homeowner documents recorded for Sandalwood Estates as amended from time to time, or any of the unrecorded rules and regulations of the Association, as amended from time to time, shall be subject to the provisions of this Article.

2. Owner is Liable. Each and every non-compliance shall be the responsibility of and attributed to the unit owner regardless of whether the offending person/entity is in fact the owner(s) family, or any tenant(s), agent(s), guest(s), servant(s), etc.

3. Notices: Types.

(a) Warning Stage:

If an owner violates a covenant, rule or regulation referred to in Section 1 of this Article, for the first time (whether the violation be by owner, or his/her family, or any tenant(s), agent(s), guest(s), servant(s), etc.), the Board of Directors may provide a notice to said owner, containing the information provided for in Section 4 of this Article. Such notice of the first non-compliance shall constitute a "warning". The unit owner is entitled to seek a determination from the Board at the meeting stated in the notice to owner that the unit owner is not guilty of the first instance of non-compliance, so to remove any record that a warning was issued.

(b) Post-warning Stage.

If an owner violates a covenant, rule or regulation referred to in Section 1 of this Article, for the second or more time (whether said violation(s) be by owner, or his/her family, or any tenant(s), agent(s), guest(s), servant(s), etc.), the Association may provide notice to said owner, containing the information provided for in section 4 of this Article.

4. Notices: Contents. When the Association determines that an owner is in non-compliance with the homeowner documents or rules and regulations aforesaid, and that said owner shall be subject to a fine for same, the Association shall notify the unit owner in writing of the following:

(a) The unit owner responsible for the non-compliance.

(b) The nature of the violation and the name(s) of the violator(s), if known.

(c) A statement that the violation is a continuing one and shall be considered a separate violation for every day (or greater time period if the Committee chooses) that the violation continues or occurs; and a time period within which compliance must be effected.

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(d) The maximum amount of the fine for each violation of the particular provision of the homeowner documents or rules and regulations shall be One Hundred (\$100) Dollars, per violation. A separate fine may be levied each day of a continuing violation, up to a maximum of One Thousand (\$1,000) Dollars, per violation.

(e) The date, time and place of the next hearing of the Committee, and the location of the place(s) where such information shall be posted.

(f) A statement that the Committee shall determine at such meeting whether the unit owner (for himself/herself, guest, family, lessee, agent, etc.) is guilty of the violation, and if so, shall impose a fine for the violation if same is past the warning stage.

(g) A statement that the owner has a right to have his/her attorney present at the hearing before the Committee.

5. Level of Fines and Record Keeping. A "warning" shall not carry the imposition of a fine. The Association shall maintain a file of all notices issued and findings of the Committee in order that a record of offenses and offenders may be kept.

6. Hearing Before the Board of Directors

(a) The unit owner in question shall be given the opportunity to be heard before the Committee, at the time and place as specified in the Notice to owner, to present his/her defenses and reasons for not having to be determined guilty and/or assessed with a fine. At such time, the Committee shall vote whether the violator is guilty of the violation in question. The decision of the majority of the Committee present at the meeting shall be final and conclusive.

(b) Failure by the unit owner or the violator in question to appear at the scheduled hearing to present his/her defenses to guilty and/or a fine may result in the automatic vote by the Committee of "guilty" and assess the unit owner the appropriate amount.

7. Fine is an Assessment. Once a fine is deemed to be owing, the Committee shall state the time period within which the fine is to be paid. Such a fine shall be an Assessment against the unit owner and unit and shall be a lien against the unit owner and the owner's property, and paid and collectible as any other Assessment.

8. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Declaration.