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 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
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Record and Return to:  
 Joel McTague, Esq.  
 Frank Weinberg & Black, PL  
 7805 SW 6<sup>th</sup> Court  
 Plantation, FL 33324

DECLARATION OF PROTECTIVE COVENANTS  
 FOR SANDALWOOD ESTATES

The undersigned, being the representatives of the committee ("Declarant") established to revitalize the Protective Covenants for Sandalwood Estates (as hereinafter defined) pursuant to Florida Statute §720.403 et seq. after approval of a majority of the unit owners, hereby makes the following Declaration of Protective Covenants for Sandalwood Estates ("Declaration").

RECITALS

WHEREAS, the original Protective Covenants for Sandalwood Estates ("Protective Covenants") was recorded in Official Records Book 2689, Page 988, of the Public Records for Palm Beach County, Florida, on or about June 9, 1977; and

WHEREAS, the Protective Covenants covered the land more particularly described on Exhibit A hereto ("Sandalwood Estates");

WHEREAS, the Protective Covenants established an association (as hereinafter defined) to carry out the maintenance, repair and replacement of the common elements and other tasks necessary for the governance of Sandalwood Estates; and

WHEREAS, because of the Marketable Record Title Act (Chapter 712, Florida Statutes) it has become necessary to rerecord the provisions of the Protective Covenants, as modified by Chapter 720, Florida Statutes; and

WHEREAS, Florida law has changed significantly since the Protective Covenants was first recorded; and

WHEREAS, in order to provide for the maintenance, repair and replacement of the common areas and the Homes (as subsequently defined), as well as to protect property values and the health, safety and welfare of the Owners(as subsequently defined), the Declarant believes to extend the Protective Covenants are in the best interests of the Owners of Sandalwood Estates; and

WHEREAS, the following individuals formed a committee to revitalize the Protective Covenants:

Robert Hylton  
521 5<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Irene Marrero  
626 6<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Schmitz  
216 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Shipman-Ponton  
401 4<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Louis Wilt  
1301 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions that are for the purpose of protecting the value and desirability of and that shall touch and concern and run with the title to the Property and that shall be binding on all parties having any right, title or interest in the Sandalwood Estates or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and where specifically provided herein, shall benefit such other parties or properties as Declarant shall now or hereafter determine.

1. The above recitals are true and correct and incorporated herein by reference.
2. All of the land at Sandalwood Estates upon that there are no improved structures ("Home") shall be known as common property, such common property shall consist of the parking areas and all unimproved areas. This common property shall be owned by the Sandalwood Estates Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, ("Association"). The Association shall administer such property in keeping with these protective covenants as well as the Articles of Incorporation and By-Laws of the Sandalwood Estates Homeowners Association, Inc., together with the Ruled and Regulations promulgated by the Association, as any of the foregoing may be amended from time to time.

3. Each Home shall consist of four (4) separate townhouse units ("Unit") that may share common walls and roofs. Units are further described on Exhibit B. Each Owner at Sandalwood Estates will own fee simple title to their Unit subject to this Declaration. Ownership of these units shall be separated by a Declaration of Party Facilities originally recorded at in Official Records Book 2689, Page 988 of the Public Records for Palm Beach County, Florida, on or about June 2, 1977 and incorporated herein by reference.
4. No Owner shall in any way deface or change the color of the exterior of his Unit or Home without the express written permission of the Association. Exterior walls, roof and fencing around the courtyard are to be maintained by each Owner in quality condition at all times as determined by the Association in the Association's sole judgment. Except in an emergency, in which case the Association may take immediate action, failure to maintain the Unit or Home in such manner will result in a notice to the Owner from the Association setting forth the items to be corrected. In the event the Owner does not act timely upon the notice, the Association shall have the right, but not the obligation, to engage such actions as may be necessary to correct the problem and the owner will be charged for any reasonable costs incurred by the Association. In the alternative to the foregoing, the Association may establish a violation committee or pursue any other remedy as provided by Florida law.
5. Normal and routine maintenance of the roof of the Home such as cleaning, re-coating or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners of a Home, but in no event shall the Owners allow the Home to go into disrepair. The expense of such maintenance shall be borne equally by the Owners. In the event of damage or destruction that is confined to the roof are wholly within the dimensions of one Unit the repair or replacement shall be at the expense of the said Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall give, or shall have given a mortgage or mortgages upon an Owner on his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.
6. Notwithstanding anything to the contrary, the Association shall have the right to file a lien for non-payment of such charges and assessments in which event the Owner shall be responsible for the highest interest available at law, costs, and all attorney's fees and costs.
7. Property and casualty insurance on each Home shall be maintained through the Association. Each Owner will be assessed on a periodic basis as a portion of their maintenance for the insurance premium covering the Home which insurance shall be in an amount equal to the value as determined by the Board of Directors of the Association. Property and that casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the Homes. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the Home. Each Owner shall insure any contents placed in the Unit after

the closing, as well as any addition made in or to the Unit by the Owner. Upon the request of the Association, the Owner must provide proof of said insurance. If the Owner fails to provide such insurance after the Association's request, the Association may bring such legal action as may be necessary either (i) to compel the production of such proof of insurance or (ii) to compel the Owner to purchase such policy, or (iii) any other remedy as provided by law. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the Owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss the Association shall be the agent of all Owners and shall adjust such loss on their behalf. In the event of a casualty loss, the Association shall have the right to either reconstruct the home or, in the event of a complete loss, provide each affected Owner their proportionate share of the insurance proceeds. In the event of a surplus from insurance proceeds, the Association shall have the discretion to utilize those funds as the Association sees fit.

8. The Association shall assess and collect from each Owner an assessment on a basis to be determined by the Board of Directors of the Association from time to time. Assessments shall be deemed covenants running with the land. This assessment shall be used to maintain the common property, purchase insurance, pay taxes, if any, and all other reasonable costs the Association may incur. The assessment shall be that is set by the Association that 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 and any and all other economic considerations. Each Owner 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 attorneys' fees and 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 highest interest rate provided by law. All payments upon account shall be first applied to interest and then to the assessment payment first due. The lien for unpaid assessments shall also secure all Association's costs and attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Owner's obligation to pay any assessment is absolute, and not conditioned upon any action by the Association.
9. Each Owner shall automatically become a member of the Sandalwood Estates Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his dwelling. As a member of such Association said homeowner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, as the foregoing may be amended from time to time. The Owner's obligation to pay an assessment is absolute; no Owner may be excused from payment of any assessment or from membership because of the Owner's non-use of a common area or of Association's failure to provide any service.
10. Except if an Owner is more than ninety (90) days delinquent or as otherwise provided by law, each Owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of

ingress and egress throughout the common property. This right of ingress and egress throughout the common property shall also extend to all members of Owners' household, tenants, invitees and guests of the Owner.

11. All mortgagees of Owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all dwellings upon which they have a mortgage loan.
12. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary in addition to those shown on the Plat of Sandalwood Estates which was filed and is now being re-recorded in the Public Records of Palm Beach County, Florida. The Association, in the Association's sole discretion, may grant additional easements for utilities and other services as may be necessary from time to time.
13. The following set of restrictions and regulations shall be adhered to by each homeowner:
  - a. No owner or lessee shall make or permit any disturbance that will interfere with the rights, comforts, or convenience or others, or take any action that may increase any insurance costs to the Association.
  - b. Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorneys' fees. Pets shall be restricted to no more than two (2) pets if any dwelling. Pets shall be no more than 40 lbs. and shall be defined as a dog or a cat or other large animal.
  - c. Pets shall be on a leash at all times as is required by any leash law, or of any similar ordinance, if any, for the city of Palm Beach Gardens or Palm Beach County. Dogs shall not be walked on grass other than immediately surrounding the owners courtyard. Pets found running loose shall be reported to the City of Palm Beach Gardens or the county, as applicable, and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas.
  - d. Trash shall be placed in appropriate receptacles. In no event shall trash be placed outside of the trash receptacles.
  - e. On any re-sale of a dwelling the new owner shall notify the Association of the change of ownership promptly upon closing. A copy of any lease shall be provided to the Association, and the tenant may, in the Association's sole determination, be required to enter into a separate agreement with the Association.
  - f. The Association may make additional Rules and Regulations from time to time.
  - g. In addition to the foregoing, all owners and lessees of Units in Sandalwood Estates shall abide by the Provisions of the Protective Covenants for Sandalwood Estates and the Articles of

Incorporation, and By-Laws of the Sandalwood Estates Homeowners Association, Inc., the rules and regulations, if any, promulgated thereunder, and the terms of the Declaration of Party Facilities.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of thirty (30) years unless an instrument signed by a majority of the then owners of the Units and their mortgagees has been recorded agreeing to change the covenants in whole or in part.

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. Any remedies described herein are not exclusionary as to any other remedy provided by law.

This Declaration is subject to Chapter 720, Florida Statutes, as may be amended from time to time.

[Signatures on Following Page]

IN WITNESS WHEREOF, SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers this 11th day of January, 2012.

SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
Robert Hylton, President

Attest: \_\_\_\_\_

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 11th day of January, 2012, by Robert Hylton, as President of Sandalwood Estates Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known.

Seal



JOEL M. MCTAGUE  
MY COMMISSION # DD 983585  
EXPIRES: August 20, 2014  
Bonded Thru Budget Notary Services

Notary Public – State of Florida

[Signature]

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.  
(a corporation not for profit under the  
laws of the State of Florida)

ARTICLE I  
NAME

The name of the Corporation shall be SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association").

ARTICLE II

PURPOSE

- A. The purpose for which the Association is organized is to provide an entity to own and operate certain lands located in Palm Beach County, Florida, which lands are to be used in common by the entire member of the Association, which membership shall consist of all of the property owners at Sandalwood Estates. The Association shall be responsible for the continued management of Sandalwood Estates in keeping with the terms and conditions as set forth in the "Protective Covenants of Sandalwood Estates Declaration", ("Protective Covenants") as amended from time to time and restated and the enforcement of such covenants.
- B. The Association shall make no distributions of income to its members, directors or officers.
- C. All terms herein shall have the same meaning as in the Protective Covenants.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
- B. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all of the powers and duties reasonably necessary to operate the Sandalwood Estates property pursuant to the Dec and as it may be amended from time to time, including but not limited to the following:



1. To make and collect assessments against homeowners to defray the costs and expenses of Sandalwood Estates property.
  2. To use the proceeds of assessments in the exercise of its powers and duties.
  3. To maintain, repair, replace and operate the property of Association.
  4. To make and collect assessments against Owners to purchase insurance upon the property to the Association and insurance for the protection of the Association and its members.
  5. To reconstruct the improvements after casualty and to improve the property.
  6. To make and amend reasonable regulations regarding the use of the property of the Association.
  7. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by Declaration to have the approval of the Board of Directors.
  8. To employ personnel to perform the services required for proper operation of the Association property.
- C. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Protective Covenants, these Articles of Incorporation and the By-Laws.
- D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of Declaration.

#### ARTICLE IV

#### MEMBERS

- A. The members of the Association shall consist of all of the record owners of homes at Sandalwood Estates.
- B. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a home in Sandalwood Estates and the delivery to the Association of a copy such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.
- C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his home.
- D. The owner of each home shall be entitled to one vote as a member of the Association. The exact number of votes to be cast by owners of a home and

the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

- A. The affairs of the Association will be managed by a board consisting of five (5) directors.
- B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- C. The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Robert Hylton  
521 5<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Irene Marrero  
626 6<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Schmitz  
216 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Shipman-Ponton  
401 4<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Louis Wilt  
1301 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designed by the Board of Directors are as follows:

Robert Hylton - President  
521 5<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Shipman-Ponton – Vice-President  
401 4<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Irene Marrero - Secretary  
626 6<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Schmitz - Treasurer  
216 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

#### ARTICLE VII

#### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The forgoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE VIII

#### BY-LAWS

The By-Laws of the Association may be altered amended or rescinded in the manner provided by the By-Laws or by Florida Law.

ARTICLE IX

AMENDEMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in pursuant to Florida Law.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

INCORPORATIONS

The names and addresses of the incorporators of these Articles of Incorporation are as follows:

Robert Hylton - President  
521 5<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Shipman-Ponton – Vice-President  
401 4<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Irene Marrero - Secretary  
626 6<sup>th</sup> Court  
Palm Beach Gardens, FL 33410

Deborah Schmitz - Treasurer  
216 2<sup>nd</sup> Court  
Palm Beach Gardens, FL 33410

ARTICLE XII

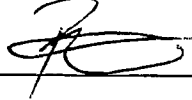
REGISTERED AGENT AND OFFICE

The initial registered office of the corporation shall be located at Frank Weinberg & Black. The initial Registered Agent at said address shall be Leanne Wagner.

[Signatures on following page]

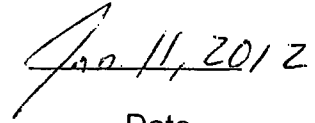
IN WITNESS WHEREOF, the incorporators have affixed their signatures  
this 11th day of January, 2012.

Witness:



---

Robert Hylton – President



Date

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED

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In pursuance of Chapter 617, Florida Statutes, the following is submitted, in compliance with said Act:

That SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Palm Beach Gardens, County of Palm Beach, and State of Florida, as its Registered Agent to accept service of process within this State.

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
\_\_\_\_\_  
Leanne Wagner, Esq.  
(Registered Agent)

AMENDED AND RESTATED  
BY-LAWS  
SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.  
(a corporation not for profit under the  
laws of the State of Florida)

ARTICLE I

IDENTITY

These are the By-Laws of SANDALWOOD ESTATES HOMEOWNERS, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of the State on the 19 day of January 1977 , and restated on \_\_\_\_\_, 2012. The Association has been organized for the purpose of owning and operating certain lands located in Palm Beach County, Florida, which lands are to be used in common by all of the members of the Association, which members shall all be property owners at Sandalwood Estates. Such operation by the Association shall include the management of Sandalwood Estates in keeping with the terms and conditions as set forth in the "Protective Covenants of Sandalwood Estates Declaration", ("Protective Covenants") and the enforcement of such covenants therein. Any terms herein shall have the same meaning as the Protective Covenants.

- A. The office of the Association shall be at 1037 State Road 7, Suite 302, Wellington, FL 33414, or other such office as the Association may appoint without further amendment to these bylaws..
- B. The fiscal year of the Association shall be the calendar year.
- C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of the incorporation, an impression of which is as follows:

ARTICLE II

MEMBERS' MEETING

- A. The annual members' meeting shall be held at a date, time and place as determined by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.
- B. Special members' meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, must be called by such officers upon receipt of a written request from members entitled to ten (10%) percent of the votes of the entire membership.
- C. Notice of all members' meetings, stating the time and place and objects for which the meeting is called, shall be given by the President, Vice President or



Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books for the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting, Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

- D. Quorum at members; meetings shall consist of persons entitled to cast 15% of the votes on the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.
- E. Voting
  - 1. In any meeting of members the owners of each home shall be entitled to cast one vote as the owner of a home.
  - 2. If a home is owned by one person, his right to vote shall be established by the record title to his home. If a home is owned by more than one person, either owner shall have the right to vote. If a home is owned by a corporation, the person entitled to cast the vote for the home shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home concerned. A certificate designating the person entitled to cast the vote of a home may be revoked by any owner of a home. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.
- F. Proxies. Votes may be cast in person or by proxy pursuant to Florida Law. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.
- G. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- H. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be determined by the Board of Directors.

### ARTICLE III

#### DIRECTORS

- A. Membership. The affairs of Association shall be managed by a board of five (5) directors.
- B. Election of directors shall be conducted in the following manner:
  - 1. Election of directors shall be held at the annual members' meeting.
  - 2. The Election of directors shall be in accordance with Chapter 720 of the Florida Statutes, as amended from time to time.
  - 3. The election shall be by ballot (unless dispenses with by unanimous consent) and by the plurality of the votes cast, each person as there are vacancies to be filled. There shall be no cumulative voting.
  - 4. Except as to vacancies provided by removal of directors by members which shall be filled pursuant to Florida Law, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
  - 5. Any director may be removed to pursuant to Florida Law.
- C. The term of each director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until his is removed in the manner elsewhere provided.
- D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings shall be given to each director. Notice of regular meetings shall be given to each director personally or be mail, e-mail, telephone, telegraph or other accepted communication method, at least three (3) days prior to the day named for such meeting.
- F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, e-mail, telephone, telegraph or other accepted communication method, which notice shall state the time, place and purpose of the meeting.
- G. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors, The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation or these By-Laws.
- I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

- J. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for purpose of determining a quorum.
- K. The presiding officer at directors' meetings shall be the Chairman of the Board If such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officers, the directors present shall designate one of their numbers to preside.
- L. The order of business at directors' meetings shall be set by the Board of Directors.
- M. Directors' fees, if any, shall be determined by the members. In no event, however, shall reimbursement of out-of-pocket expenses be deemed compensation to a director. Additionally, if the director provides any other service outside of the scope of the director's duties, then in such event the director may receive compensation for their professional duty.

#### ARTICLE IV

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by homeowners when such is specifically required.

#### ARTICLE V

#### OFFICERS

- A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

- C. The Vice President, in the absence of disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- D. The Secretary shall keep the minutes of all proceedings of the directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; he shall perform all other duties incident to the office of Treasurer.
- F. The compensation of all employees of the Association if any shall be fixed by the directors. The provisions that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association.

## ARTICLE VI

### FISCAL MANAGEMENT

The fiscal management of the Association shall be in accordance with Florida law and generally accepted accounting principles.

## ARTICLE VII

### PARLIAMENTARY RULES AND AMENDMENT

*Robert's Rules of Order*, as adopted and as amended by the Association, shall govern the proceedings of any meeting.

These By-Laws may be amended in the following manner:

- A. Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or
  2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or
- C. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

[Signatures on Following Page]

The foregoing restatement was adopted as the By-Laws of SANDALWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 11th day of January, 2012.



---

President

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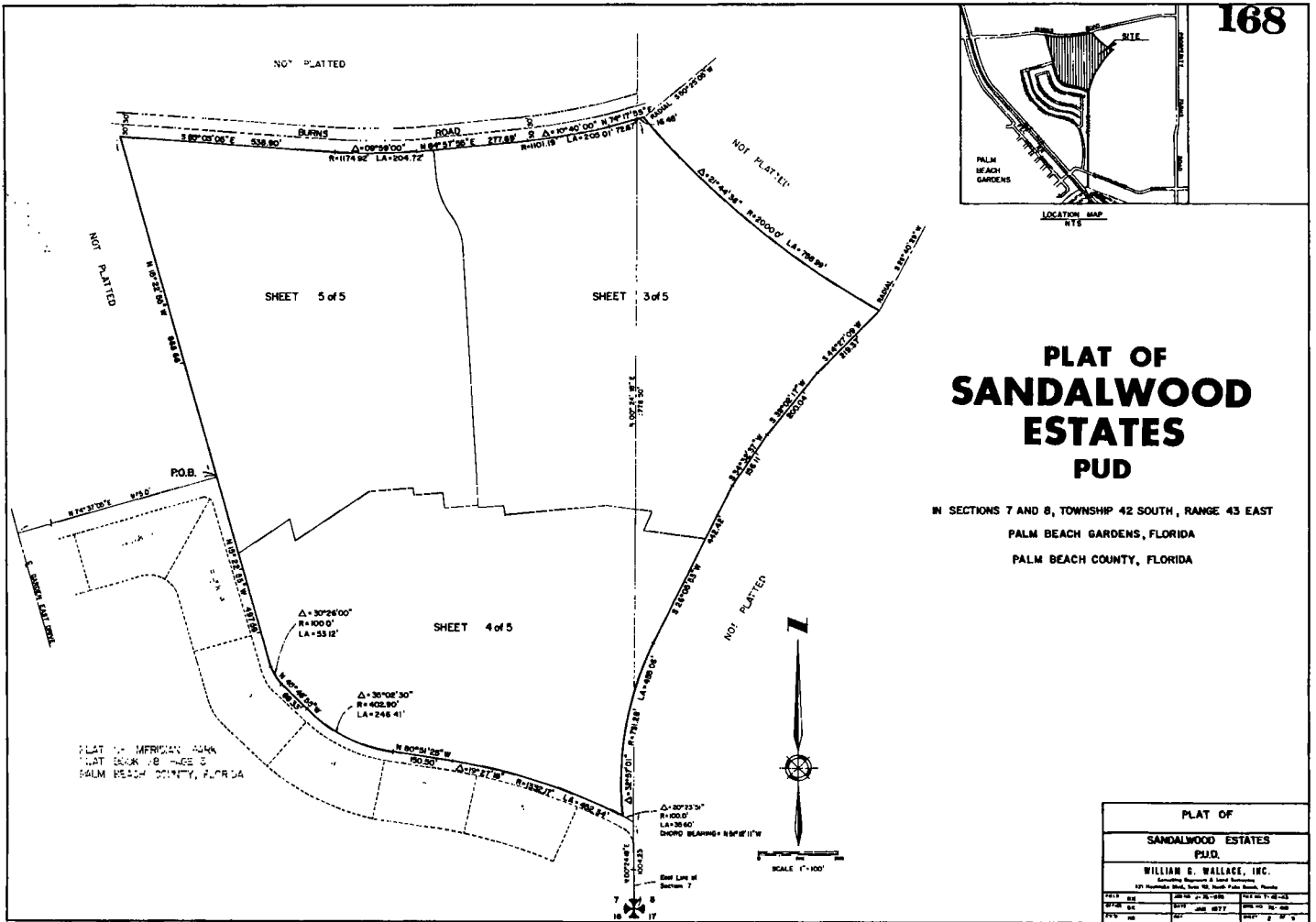
Secretary

LEGAL DESCRIPTION

ALL OF THE PLAT OF SANDALWOOD ESTATES, according to the Plat thereof recorded in Plat Book 32, pages 167 through 171, Public Records of Palm Beach County, Florida

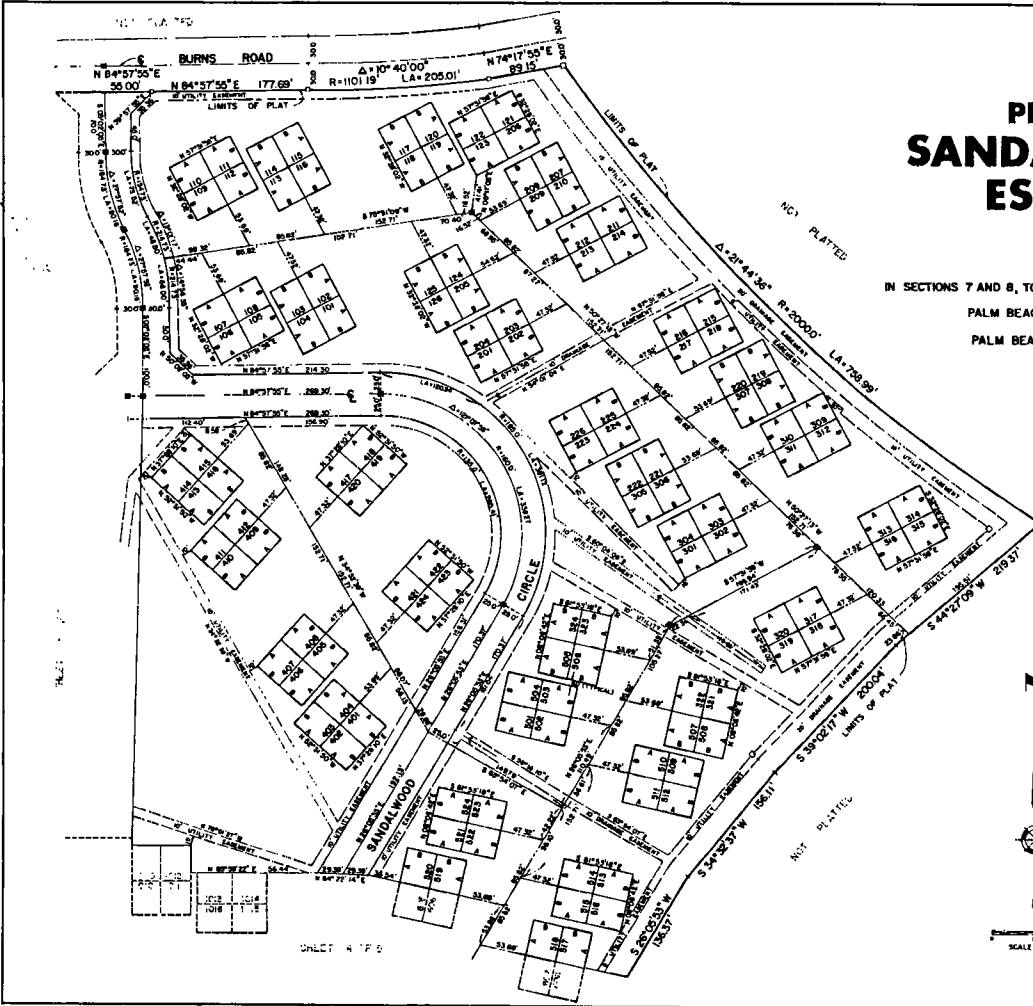






# PLAT OF SANDALWOOD ESTATES PUD

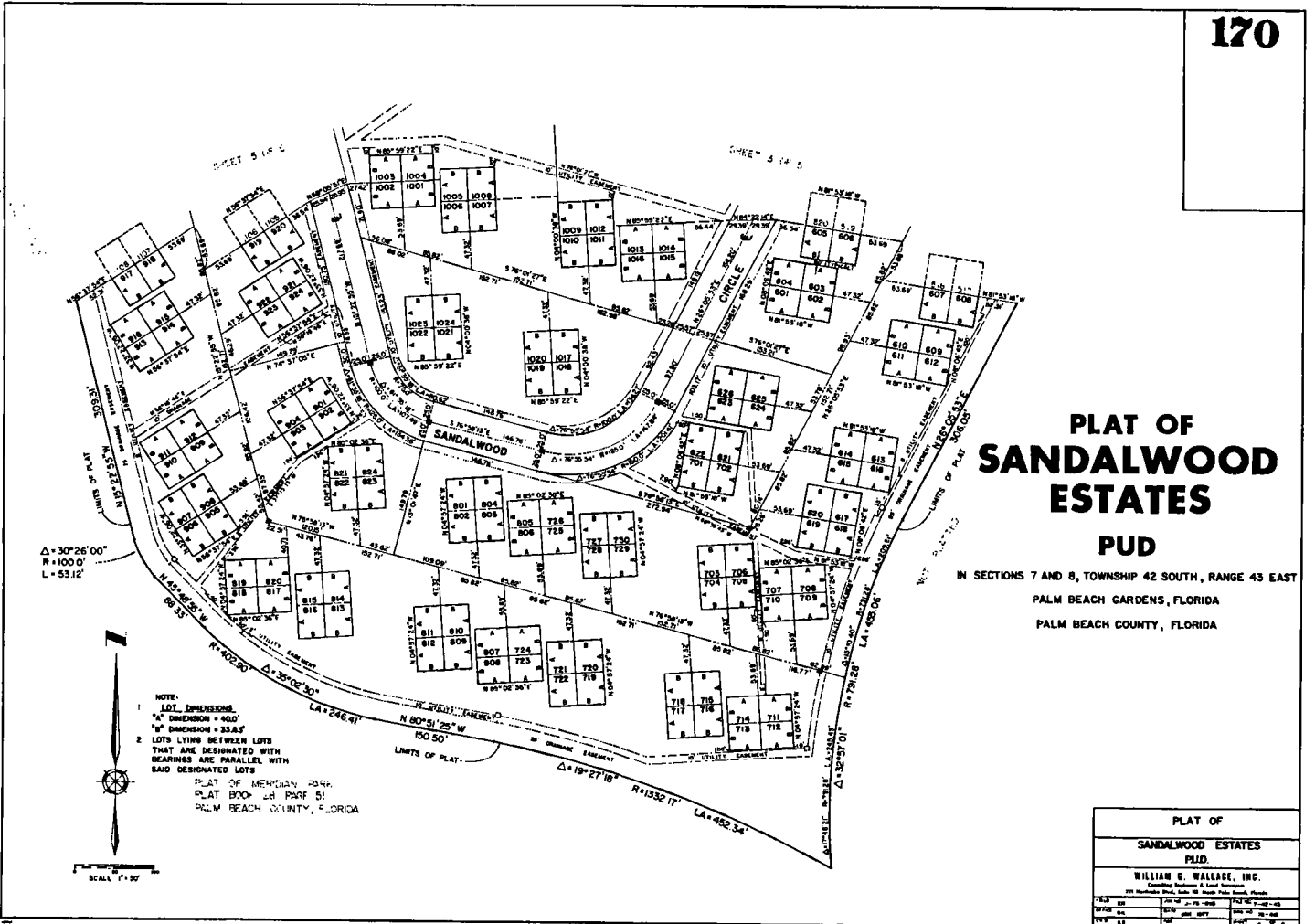
IN SECTIONS 7 AND 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST  
PALM BEACH GARDENS, FLORIDA  
PALM BEACH COUNTY, FLORIDA



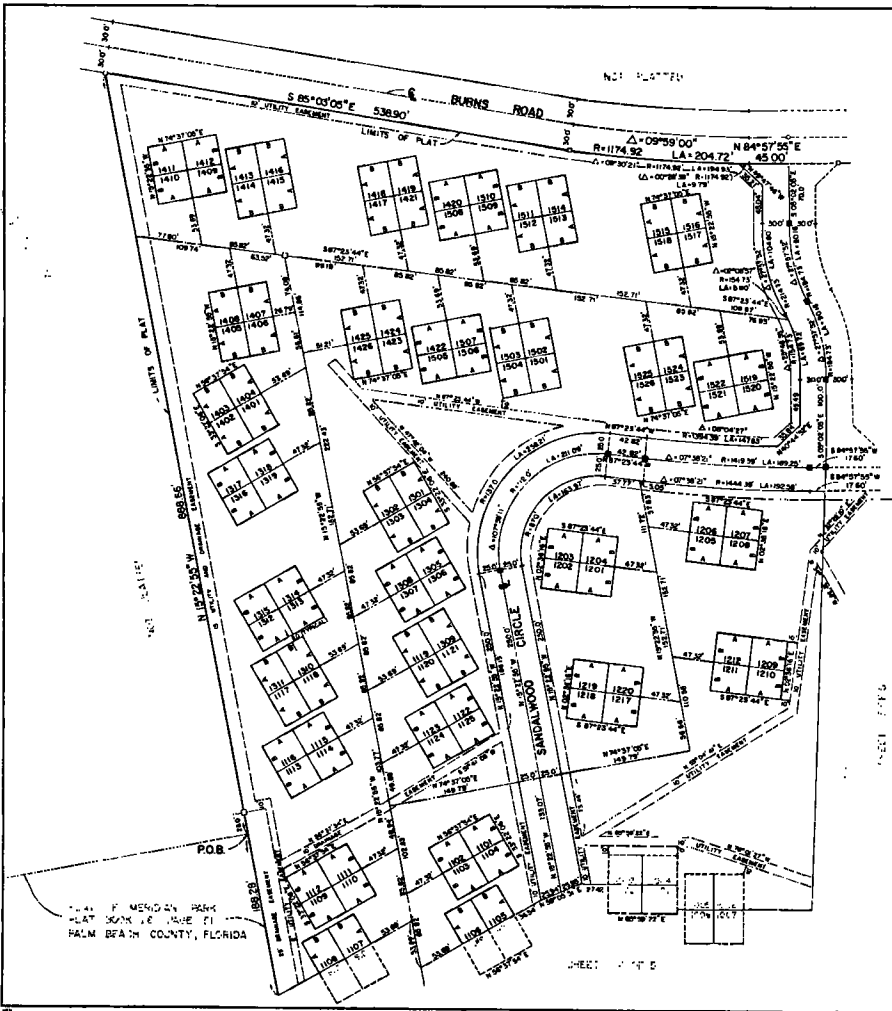
NOTE  
 1 LOT DIMENSIONS  
 "A" DIMENSION = 90.0'  
 "B" DIMENSION = 30.00'  
 2 LOTS LYING BETWEEN LOTS  
 THAT ARE DESIGNATED WITH  
 BEARINGS ARE PARALLEL WITH  
 SAID DESIGNATED LOTS



PLAT OF	
SANDALWOOD ESTATES PUD	
WILLIAM E. WALLACE, INC.	
221 Northlake Drive, Suite 100, North Palm Beach, Florida	
DATE	7-21-1998
BY	DAVID J. WALLACE
FILE NO.	1998-0077
PLAT NO.	169
SECTION	7 & 8
TOWNSHIP	42 S
RANGE	43 E



PLAT OF			
SANDALWOOD ESTATES PUD			
WILLIAM G. WALLACE, INC.			
Sandy Beach, Palm Beach County, Florida			
12-18	12-18	12-18	12-18
12-18	12-18	12-18	12-18
12-18	12-18	12-18	12-18



**PLAT OF  
SANDALWOOD  
ESTATES  
PUD**

IN SECTIONS 7 AND 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST  
PALM BEACH GARDENS, FLORIDA  
PALM BEACH COUNTY, FLORIDA



- NOTE:  
 1. LOT DIMENSIONS  
 "A" DIMENSION = 400'  
 "B" DIMENSION = 35.63'  
 2. LOTS Lying BETWEEN LOTS  
 THAT ARE DESIGNATED WITH  
 BEARINGS ARE PARALLEL WITH  
 SAID DESIGNATED LOTS.

PLAT OF	
SANDALWOOD ESTATES	
PUD.	
WILLIAM S. WALLACE, INC.	
Surveyor, Registered Professional Engineer, Florida	
FILED	200
BOOK	11508269
PAGE	28
DATE	1/19/2024
BY	WSS

This is a

77 69262

This Instrument Prepared by  
WILLIAM E. SHANNON, JR.  
Cromwell & Remsen, Attorneys  
Community Federal Building  
Broadway at Blue Heron  
Riviera Beach, Fl. 33404

DECLARATION OF PARTY FACILITIES  
FOR SANDALWOOD ESTATES  
Located in Sections 7 and 8,  
Township 42 South, Range 43 East,  
Palm Beach County, Florida  
Public Records

77 JUN 9 AM 8:38

THIS DECLARATION, made this 2nd day of June, 1977, by DI VOSTA CONSTRUCTION CO., a Florida corporation,

W I T N E S S E T H:

WHEREAS, Declarant, DI VOSTA CONSTRUCTION CO., a Florida corporation, is the owner in fee simple of the property described in Schedule "A" situate and being in the City of Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property buildings containing four separate townhouse units connected by common walls as shown on Schedule "A" attached; and

WHEREAS, such buildings are designated to be occupied solely by four single families living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent townhouse unit and each such common wall will be located on an imaginary line, being more particularly described in Schedule "A", which is attached hereto and made a part hereof; and

72.60

WHEREAS, Declarant is desirous of declaring each of the above-described common walls, to be a party wall; and

PALM OFF  
BEACH REC 2689 PAGE 988

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees of the above-described townhouse units pertaining to said party walls; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW THEREFORE, it is hereby declared that upon the completion of the buildings containing four separate townhouse units, to be constructed on the aforesaid property:

1. The common walls shared by the townhouse units, and located on an imaginary line as more particularly described in Schedule "A" which is attached hereto and made a part hereof, shall be party walls for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s) and each townhouse owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever

PALM OFF 2689 PAGE 989  
BEACH REC

This is Not a Contract

any such wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) homeowner, any expense incidental thereto shall be borne solely by such wrongdoer. If a homeowner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other homeowner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a homeowner shall give, or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowners. If a homeowner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent homeowner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any homeowner removing his improvements from the party wall or making use of the

PALM OFF BEACH REC 2689 PAGE 990

-3-

This is Book 25159 Page 591

party wall shall do so in such manner as to preserve all right of the adjacent homeowner in the wall, and shall save the adjacent homeowner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above described lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant



This is Not a Contract

running with the land

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one homeowner's property by any of the other homeowners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

7. There shall be an easement granted wherever necessary to those companies furnishing utilities to the Sandalwood Estates townhouse units enabling them to place centralized meters on the exterior wall of any of the townhouse units. There shall also be an easement to those companies permitting their utility lines to run beneath each townhouse unit as needed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of June, 1977.

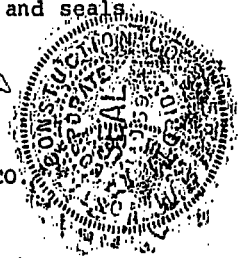
Signed, sealed and delivered in the presence of:

[Signature]

William E. Shannon, Jr.

DI VOSTA CONSTRUCTION CO.

By [Signature]  
Otto B. Divosta, President



PALM OFF BEACH REC 2689 PAGE 992

This is not a certified copy

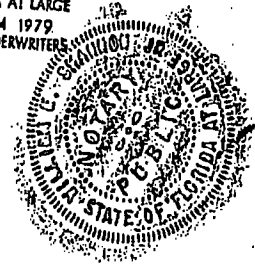
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared  
OTTO B. DI VOSTA, President of DI VOSTA CONSTRUCTION CO., a  
Florida corporation, to me well known to be the person described  
in and who executed the foregoing, and acknowledged before me  
that he executed the same freely and voluntarily on behalf of said  
corporation for the purposes therein expressed and that he affixed  
thereto the corporate seal of said corporation; all under authority  
vested in said officer by the Board of Directors of said corporation.

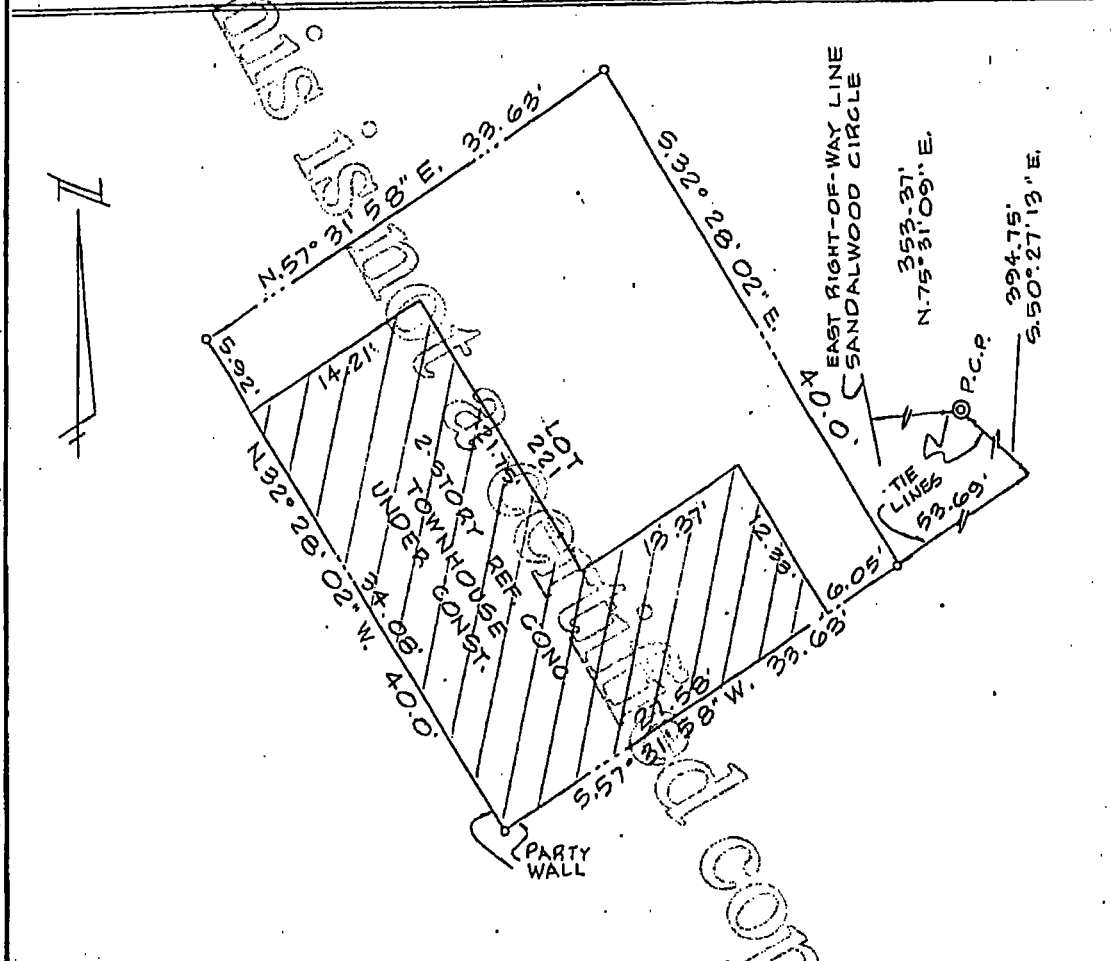
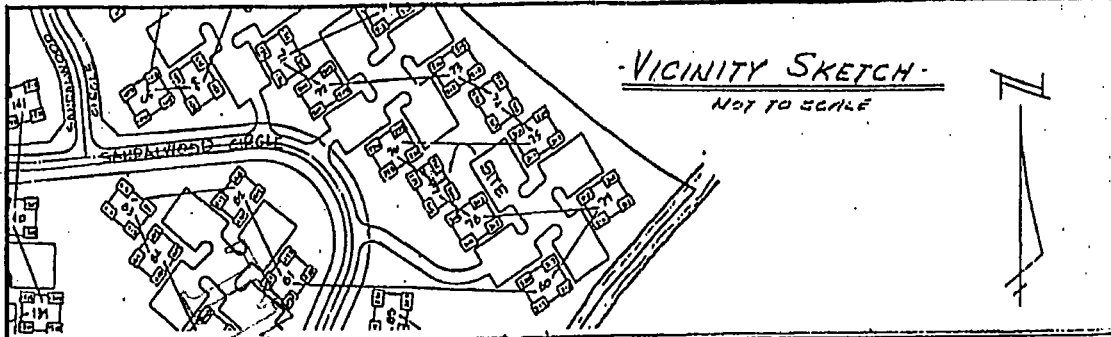
WITNESS my hand and official seal this 2nd day of  
June, 1977.

*William E. Skamoni*  
Notary Public, State of Florida  
My Commission Expires \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 4 1979  
BONDED THRU GENERAL INS. UNDERWRITERS



PALM BEACH REC 2689 PAGE 993



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 221, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

Note: This plat is not valid unless sealed with an embossed Surveyor's Seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

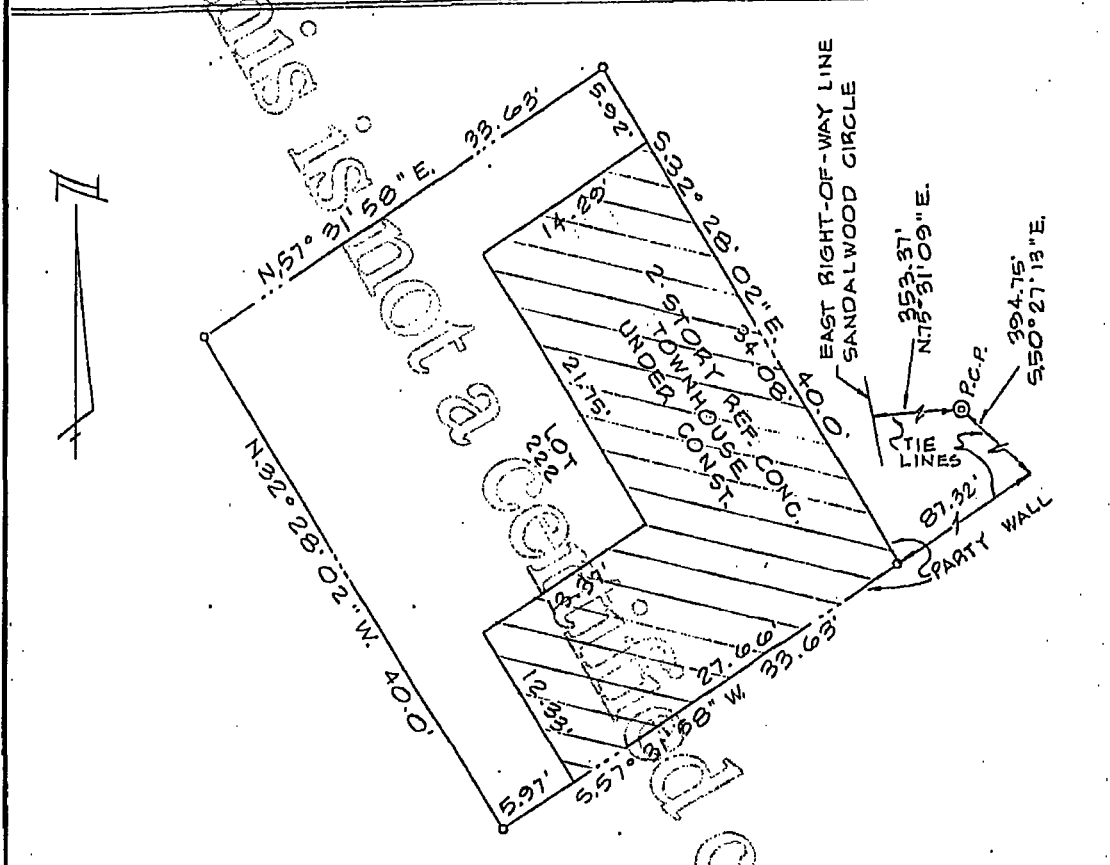
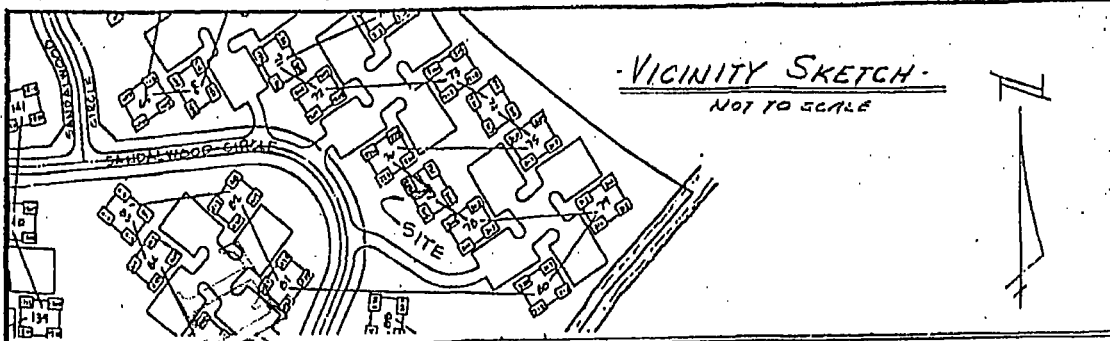
SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 994

Date: 5-17-77 Scale: 1" = 10'  
 Field: K.N.  
 Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
 File: 2689  
 Drawing No: 1164

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC..

SURVEY OF: Lot 222, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

Note: This plat is not valid unless sealed with an embossed Surveyor's Seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 995

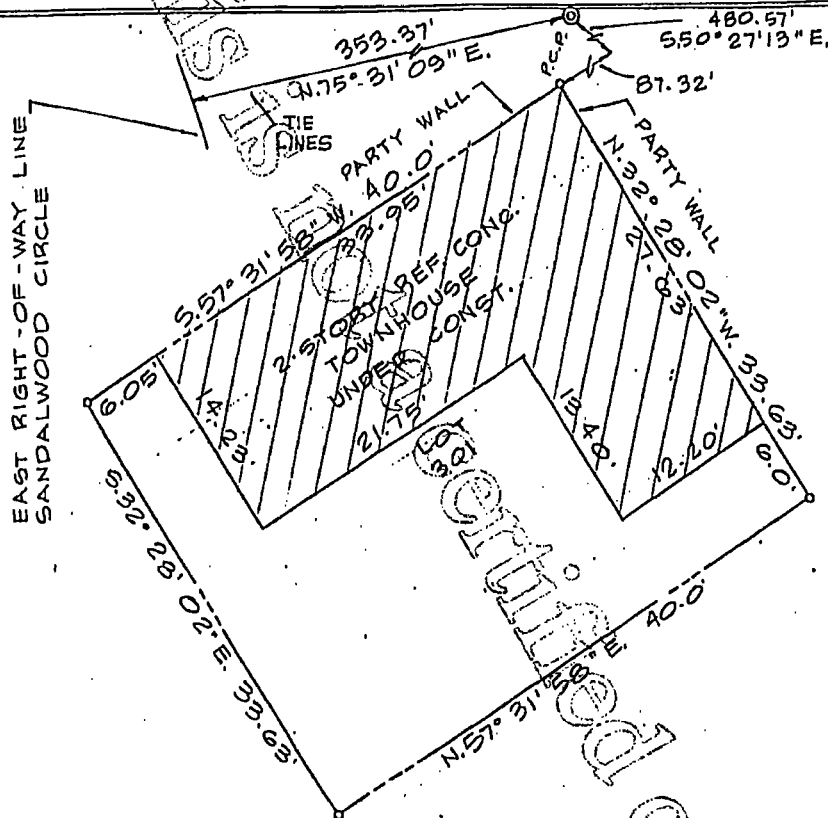
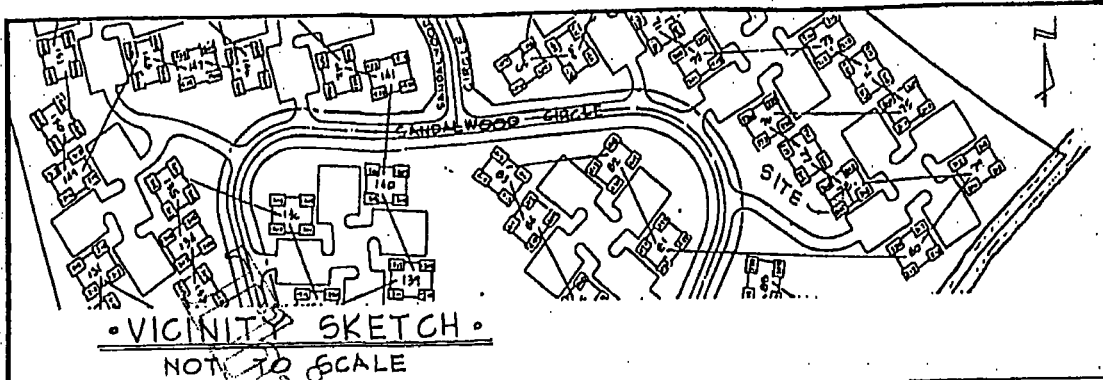
Date: 5-17-77 Scale 1" = 10'  
 Field: K.N.  
 Officer: L.S.C. Ckd: K.S.

WILLIAM G. WALLACE, INC.,  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Professional Surveyor  
 Fid. Certificate No. 2832

File No. 20110171  
 Job No. 695  
 Drawing No. 17-165

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 301, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 996

Registered Land Surveyor  
P.B. Certificate No. 2832

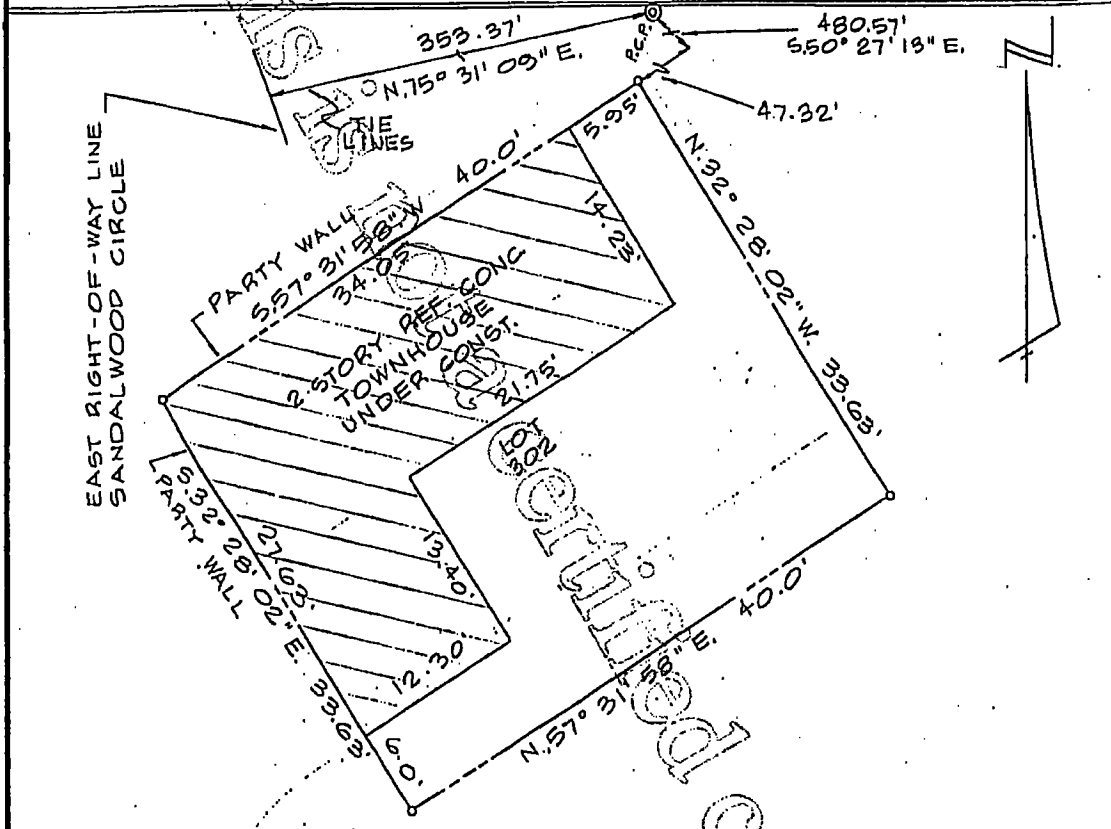
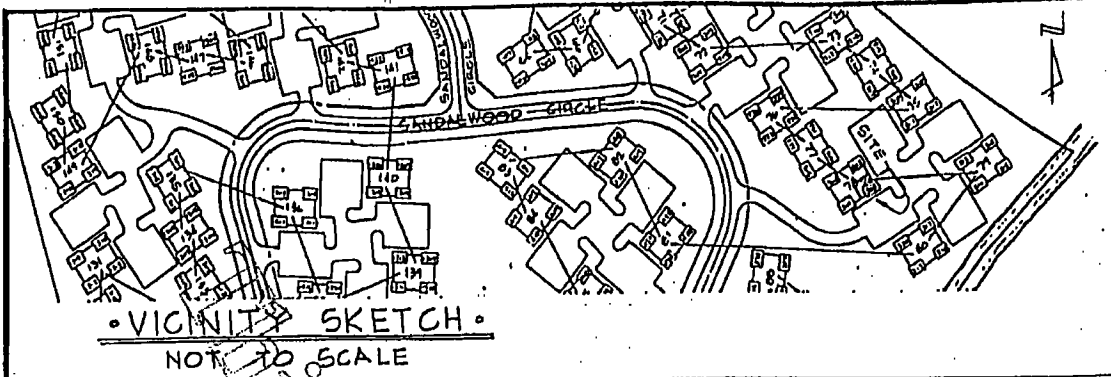
Date: 5.9.77 Scale  
Field: K.N. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

File No. 30167/171  
Job No. 076-695  
Drawing No. 77-170

11777

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 302, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH OFF REC 2689 PAGE 997

Date: 5-9-77 Scale 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd.: K.S.

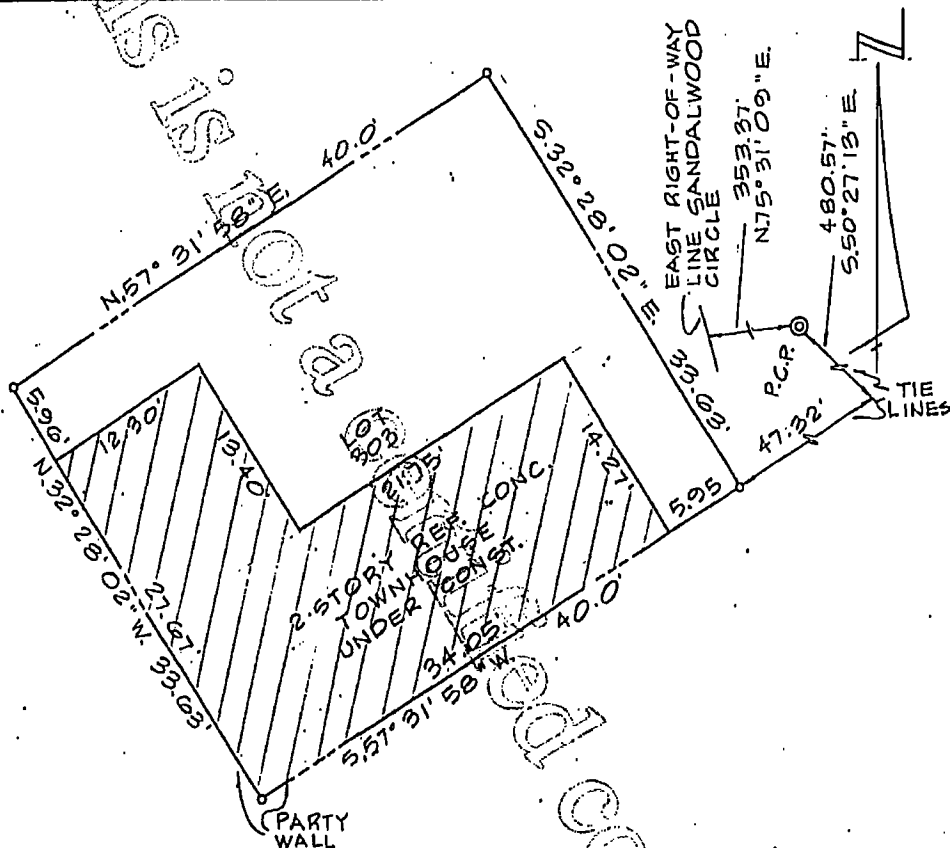
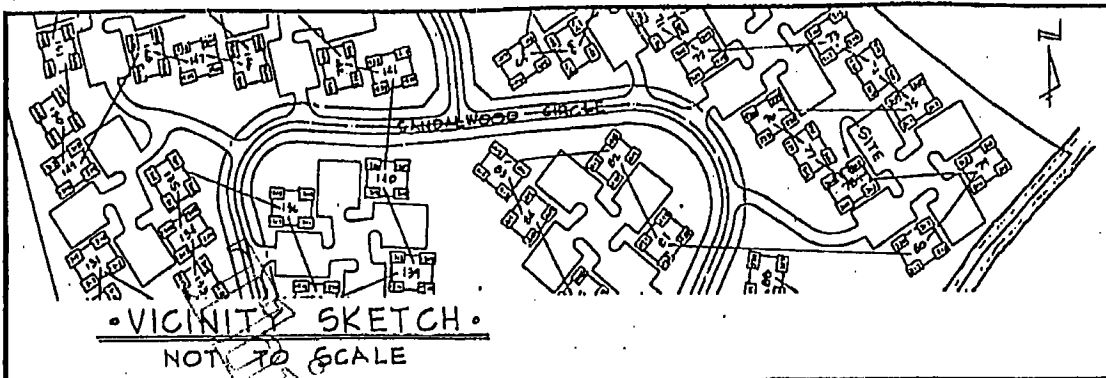
**WILLIAM G. WALLACE, INC.**  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Plate Certificate No. 2632

File No. 321167171  
Job No. 170-095  
Drawing No. 77-171

N1771

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 303, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC 2689 PAGE 998

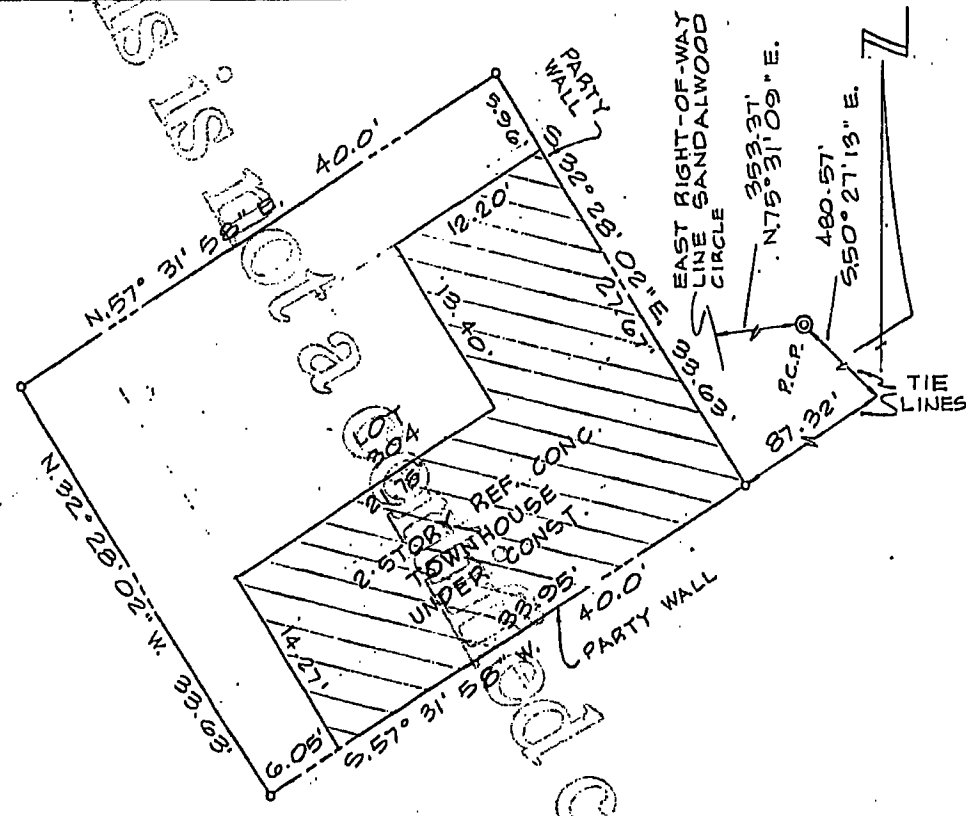
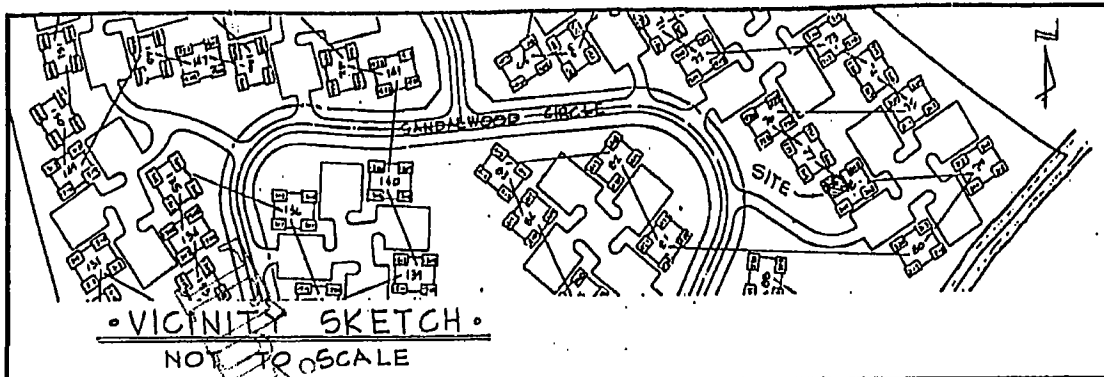
Date: 5-9-77 Scale: 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Fla. Certificate No. 2832

File No. 2689-171  
Job No. 77-095  
Drawing No. 77-172

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 304, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 999

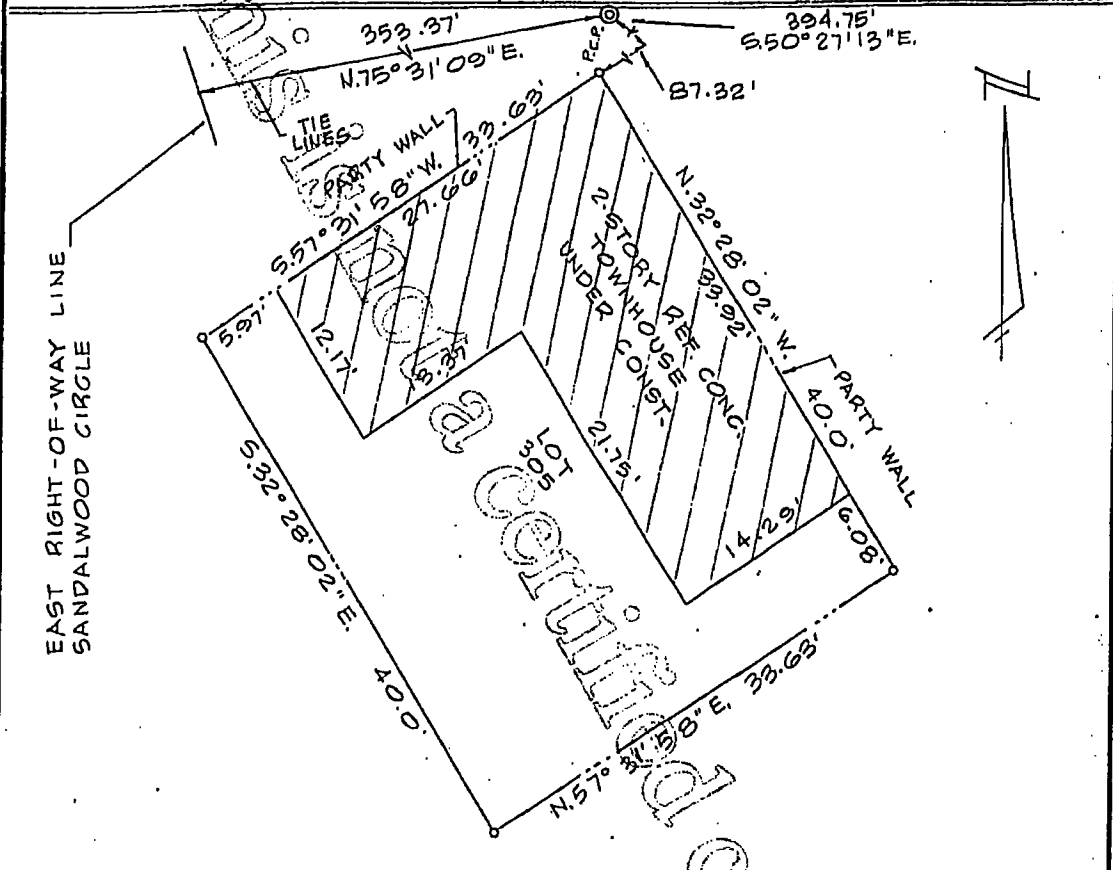
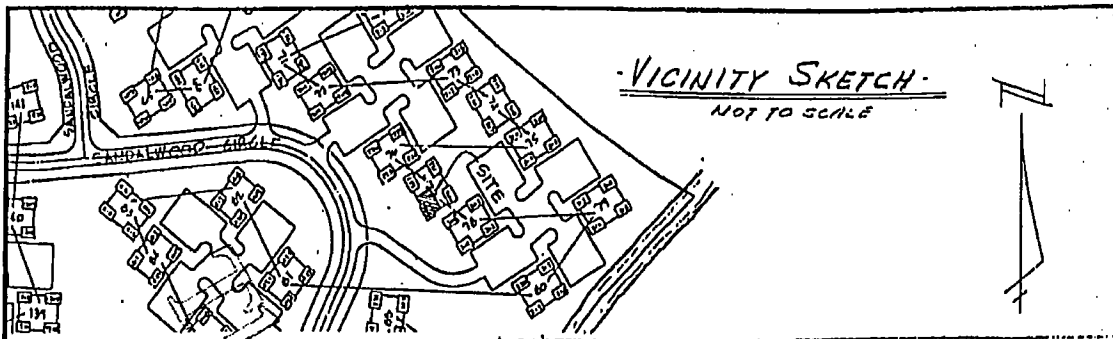
Date: 5-9-77 Scale 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Fla. Certificate No. 2832  
File No. 22167/171  
Jobs No. 10655  
Drawing No. 17-173

SCHEDULE A





SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 305, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

Note: This plat is not valid unless sealed with an embossed Surveyor's Seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH OFF REC 2689 PAGE 1000

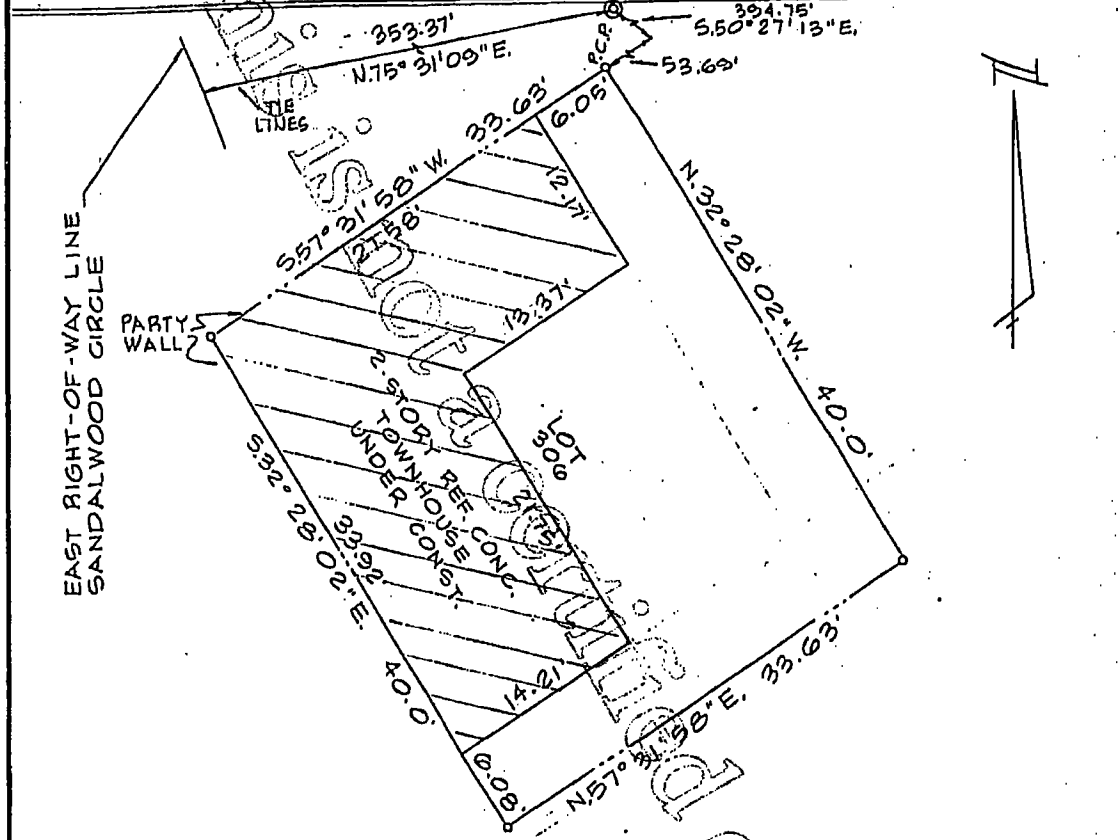
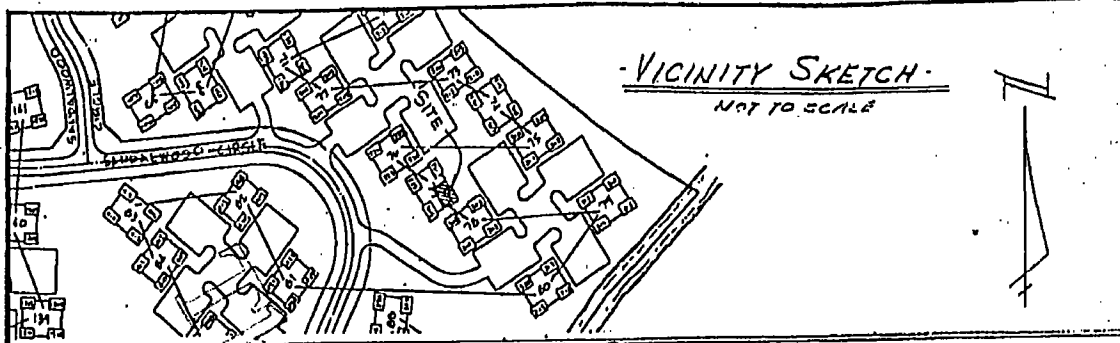
Date: 5-17-77 Scale 1" = 10'  
 Field: K.N.  
 Office: L.S.C. Ckd.: K.S.

**WILLIAM G. WALLACE, INC.**  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Professional Surveyor  
 State of Florida License No. 2632

File No. 201127-171  
 Job No. 170605  
 Drawing No. 77-174

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 306, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

Note: This plat is not valid unless sealed with an embossed Surveyor's Seal.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC 2689 PAGE 1001

Date: 5-11-77 Scale 1" = 10'  
 Field: K.N.  
 Office: L.S.C. Ckd.: K.S.

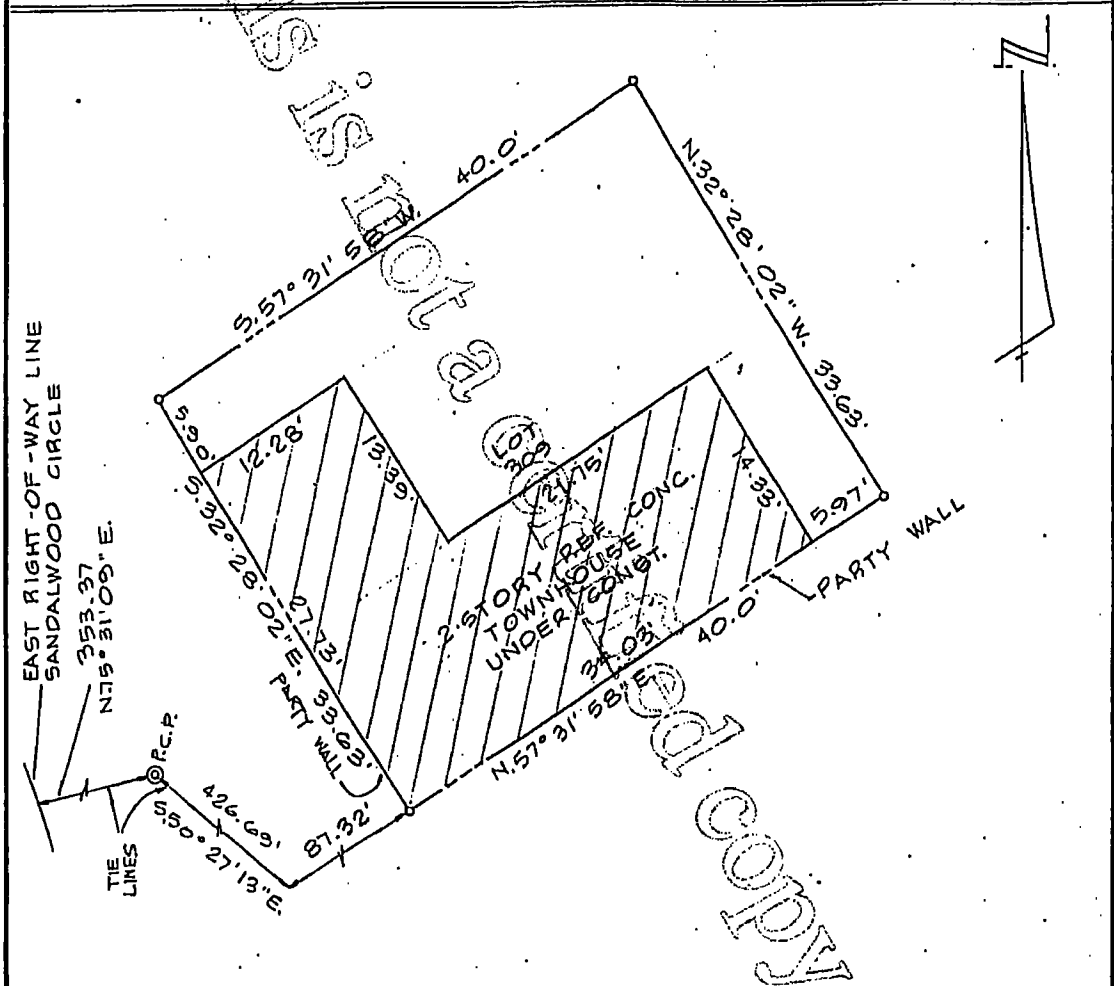
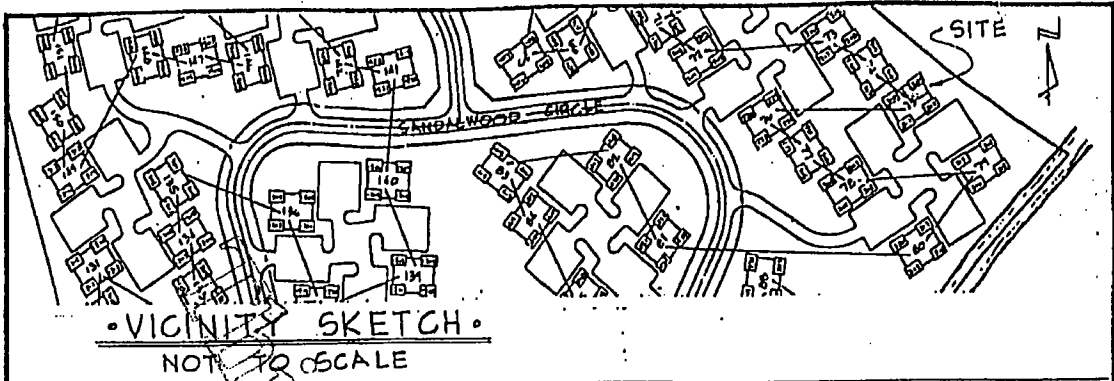
WILLIAM G. WALLACE, INC.  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
 Fla. Certificate No. 2832

Plat No. 32/171  
 Page No. 605  
 Drawing No. 77-175

N2790

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 309, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM OFF BEACH REC 2689 PAGE 1002

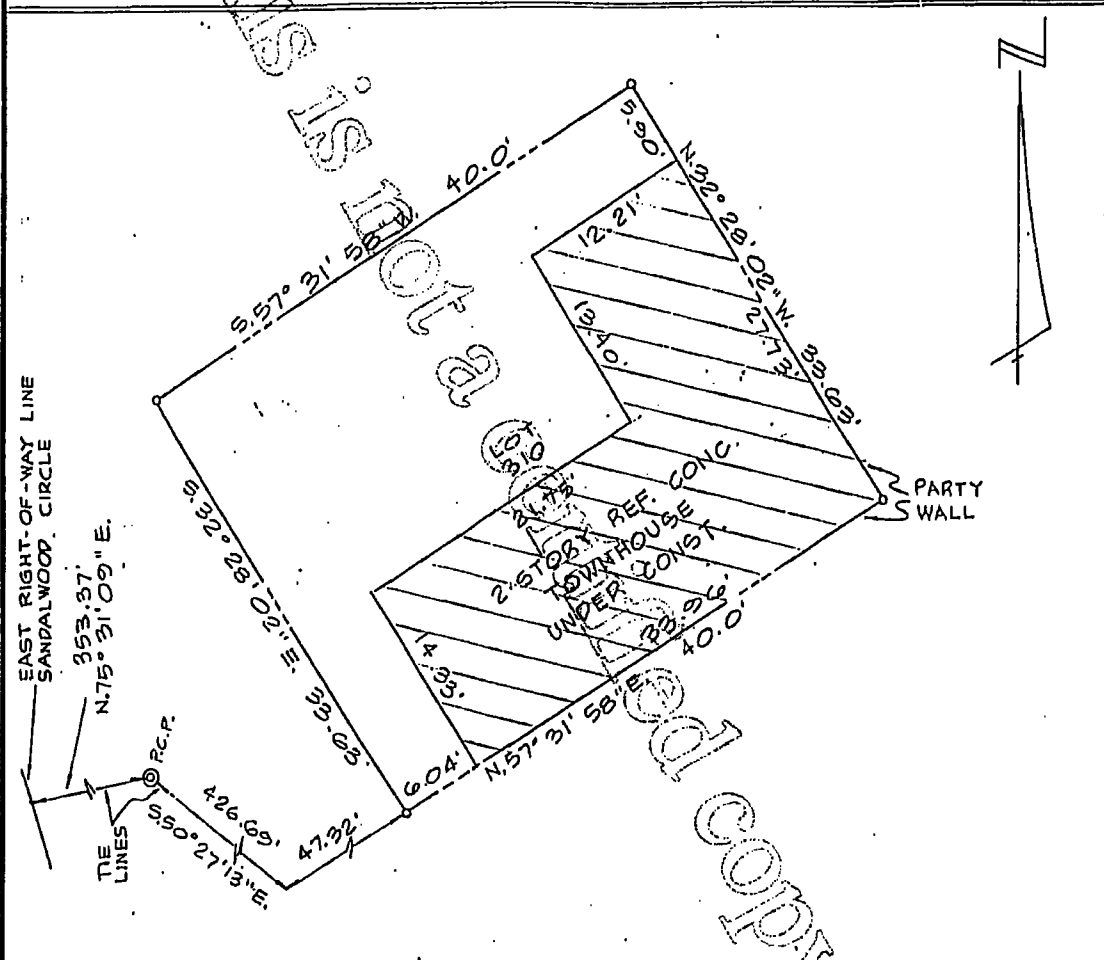
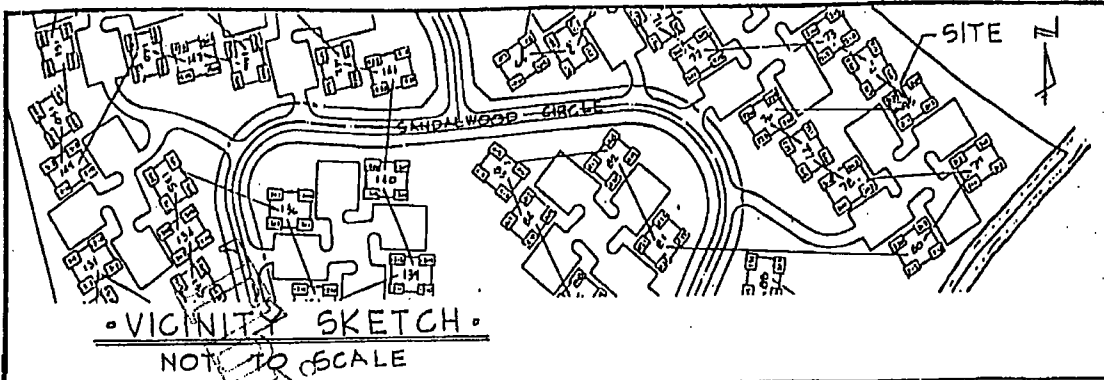
Registered Land Surveyor  
P.L.S. License No. 2832

Date: 5-10-77 Scale 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

File No. 32-167171  
Job No. 10-695  
Drawing No. 77-178

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 310, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

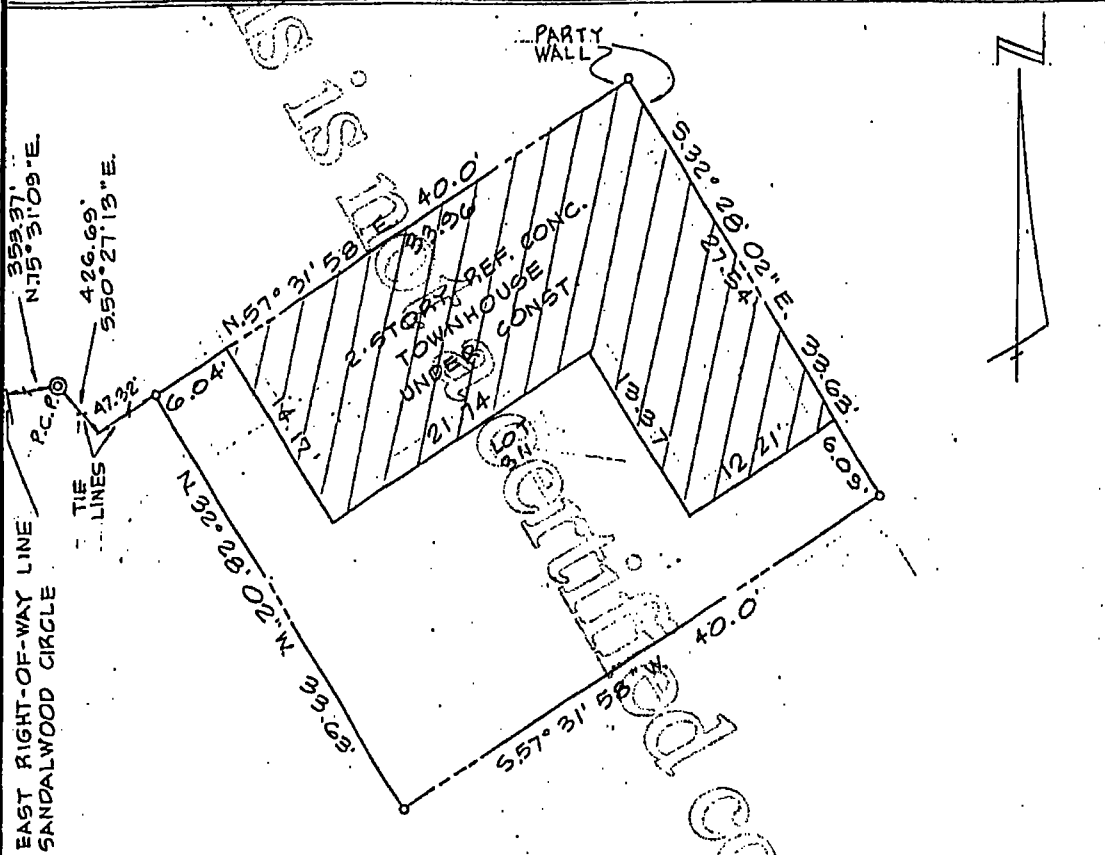
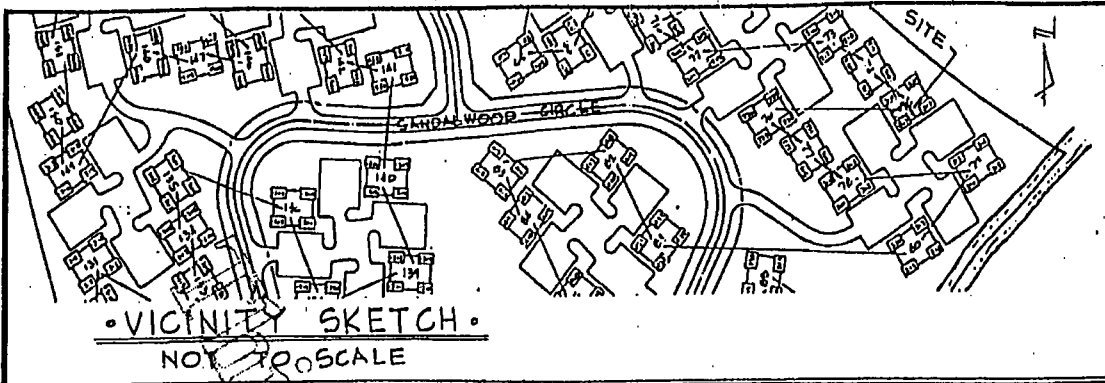
SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 1003

Date: 5-10-77 Scale 1" = 10'  
 Field: K.N.  
 Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
 File No. 20127171  
 Job No. 076-695  
 Drawing No. 77-179

SCHEDULE A



SURVEY FOR:- DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 311, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC 2689 PAGE 1004

Date: 5-10-77 Scale 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd. K.S.

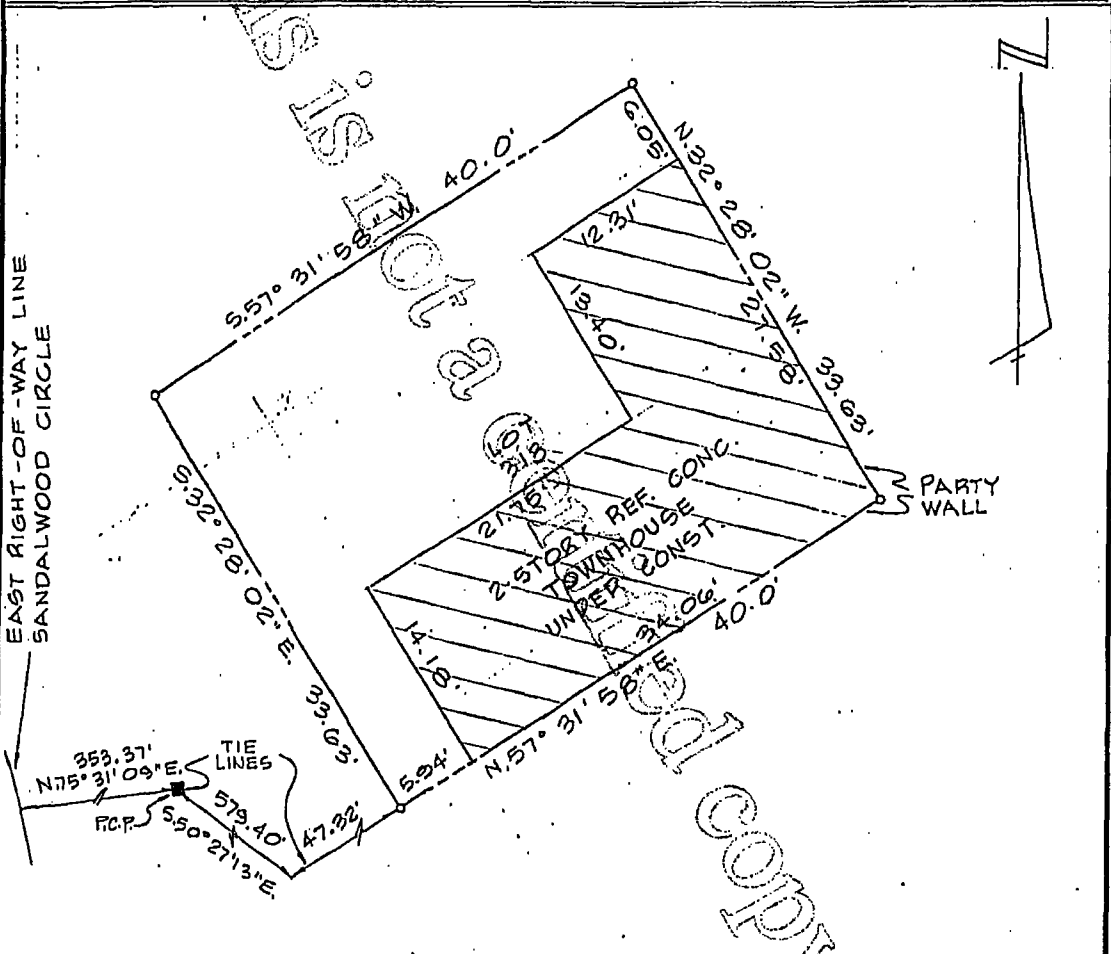
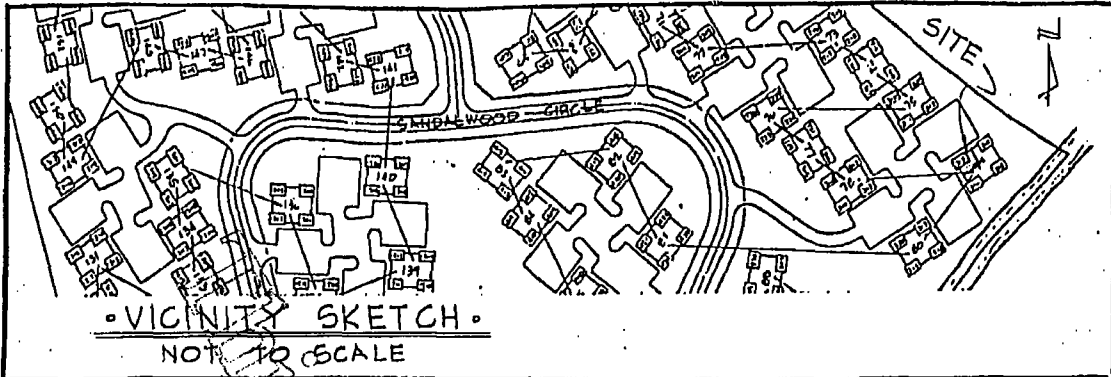
WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Fla. Certificate No. 26222  
File No. 20184775T  
Job No. 0-10-095  
Drawing No. 77-180

11777

RECORDED





SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 313, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

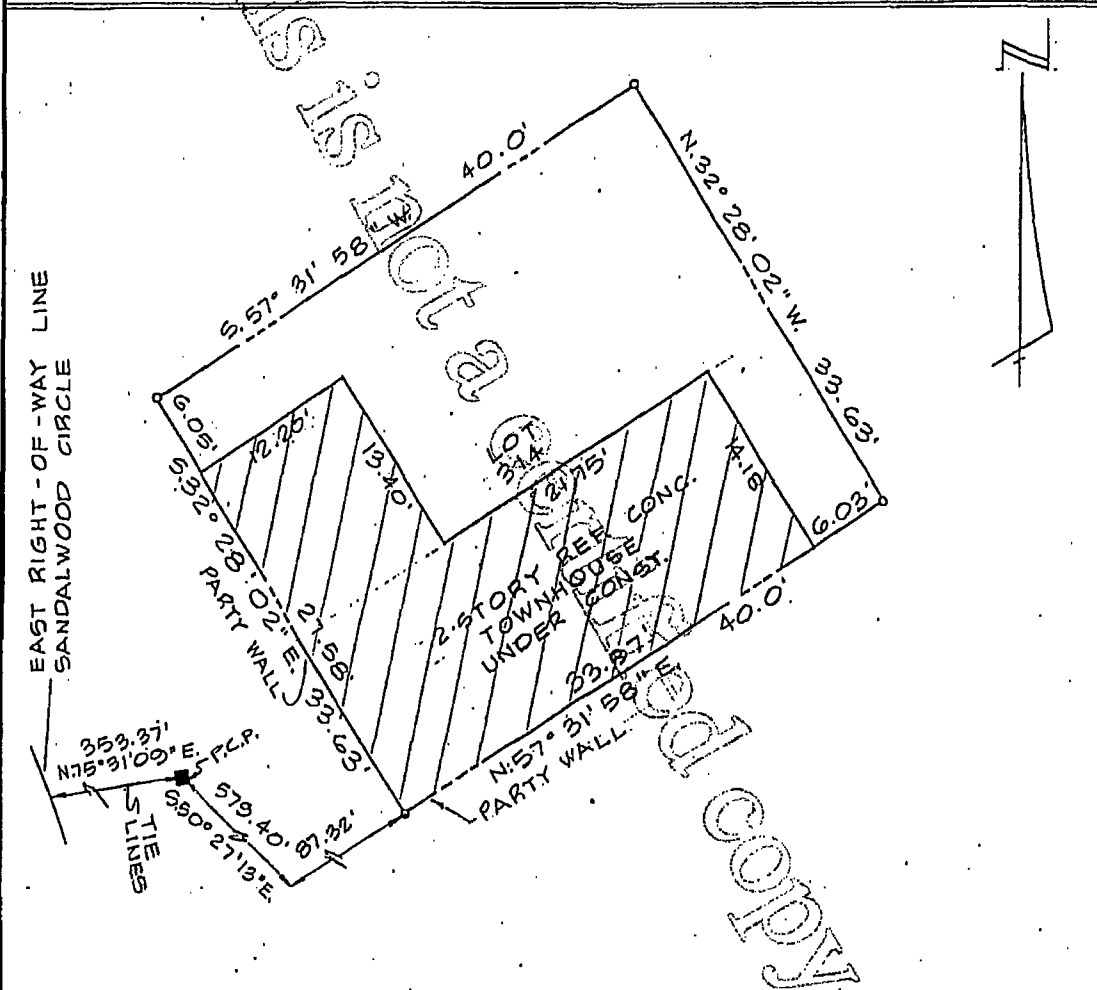
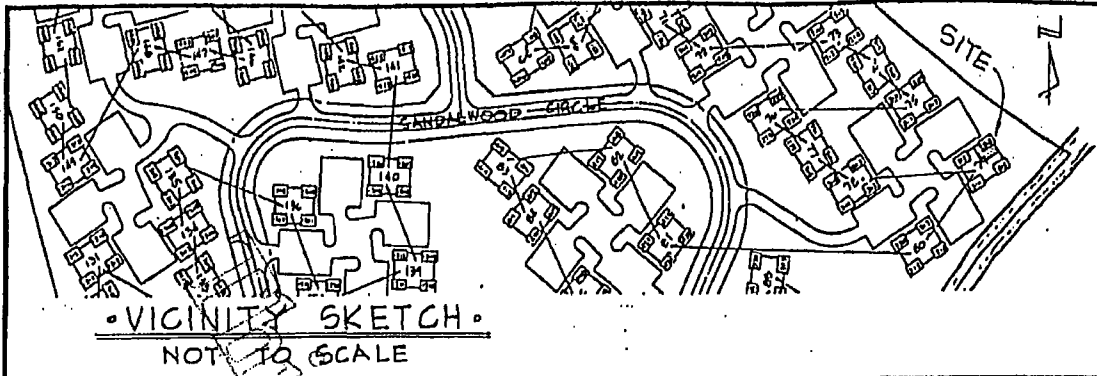
SURVEYORS NOTE: PALM OFF BEACH REC 2689 PAGE 1006

Date: 5-18-77 Scale 1" = 10'  
Field: K.N. Officer: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Fla. Certificate No. 2832  
File No. 201127171  
Job No. 076-695  
Drawing No. 77-182

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 314, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH OFF 2689 PAGE 1007

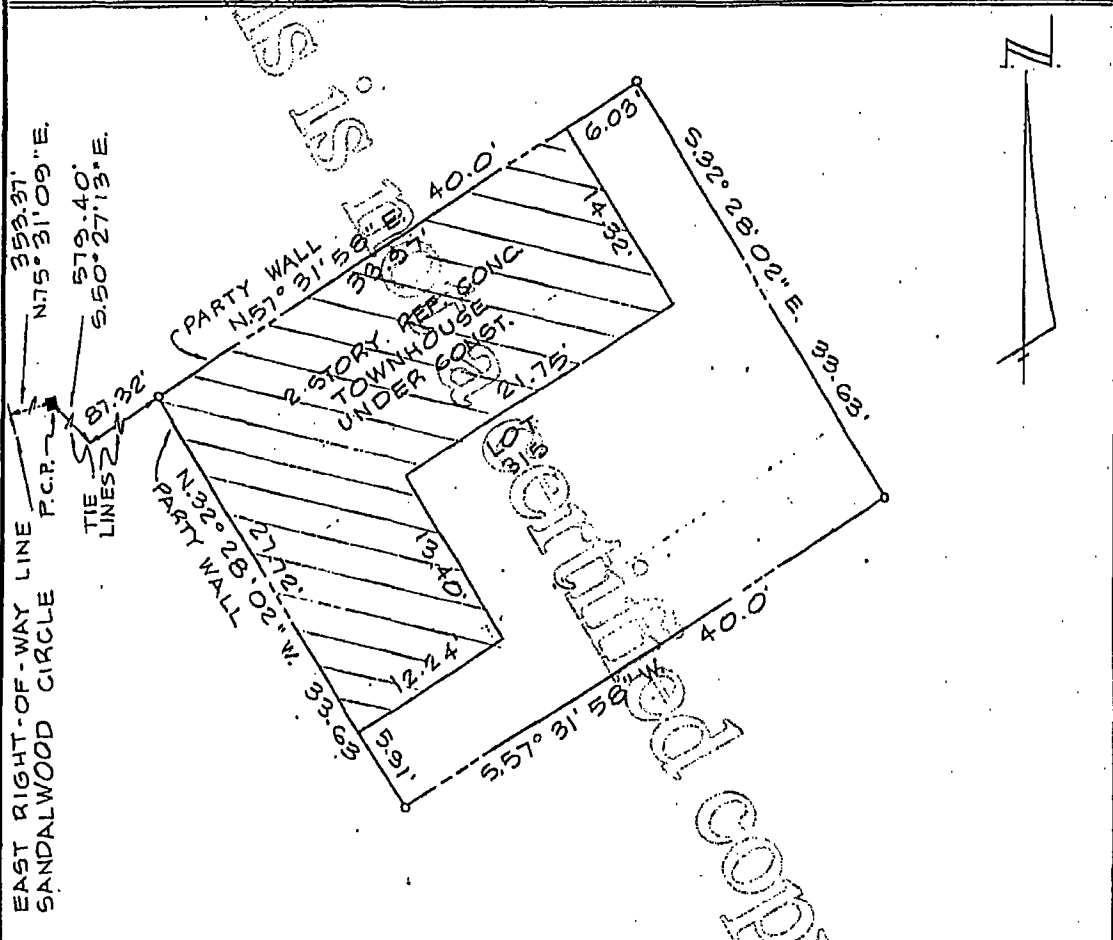
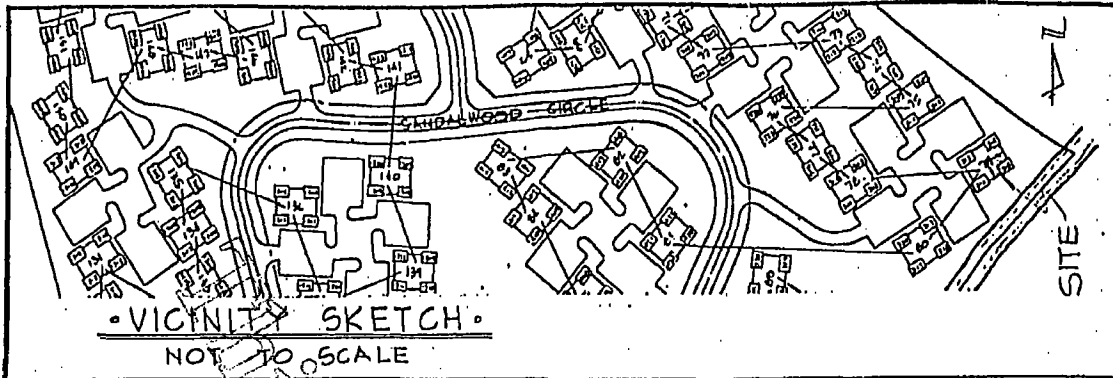
Date: 5-27-77 Scale 1" = 10'  
 Field: K.W.  
 Office: L.S.C. Ckd.: K.S.

**WILLIAM G. WALLACE, INC.**  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
 Certificate No. 2832  
 No. 11307-171  
 Job No. 76-035  
 Drawing No. 77-183

SCHEDULE A





SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 315, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

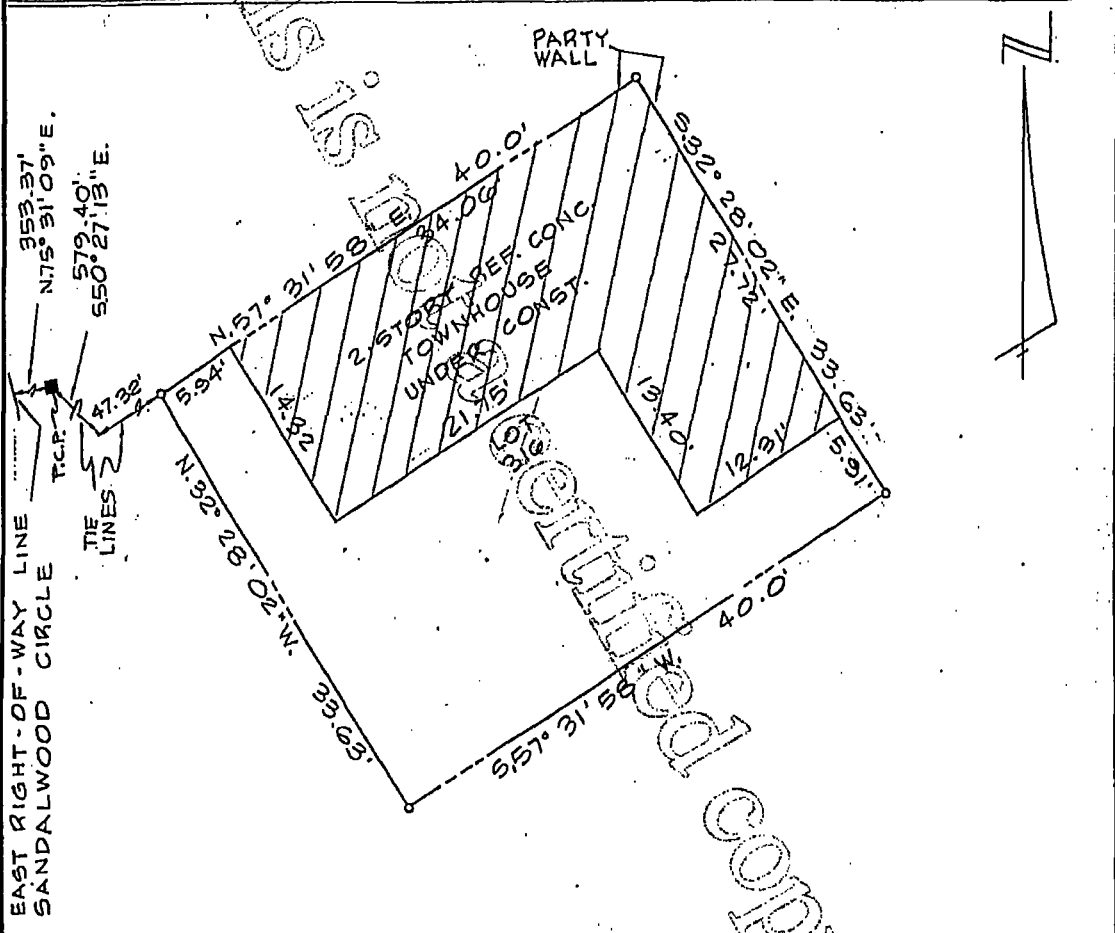
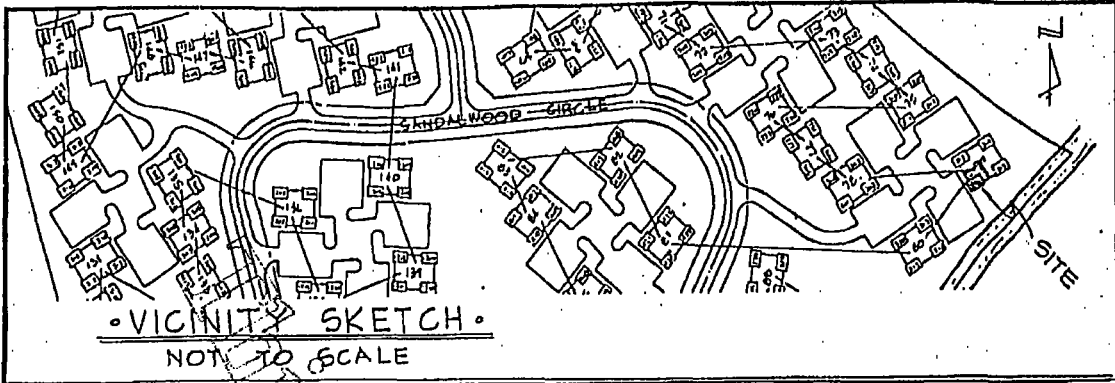
SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 1008

Date: 5-18-77 Scale: 1" = 10'  
Field: K.N. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Fla. Certificate No. 1232  
File No. 211167/171  
Job No. 116-2015  
Drawing No. 77-184

SCHEDULE A



SURVEY FOR: DI VISTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 316, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 1009

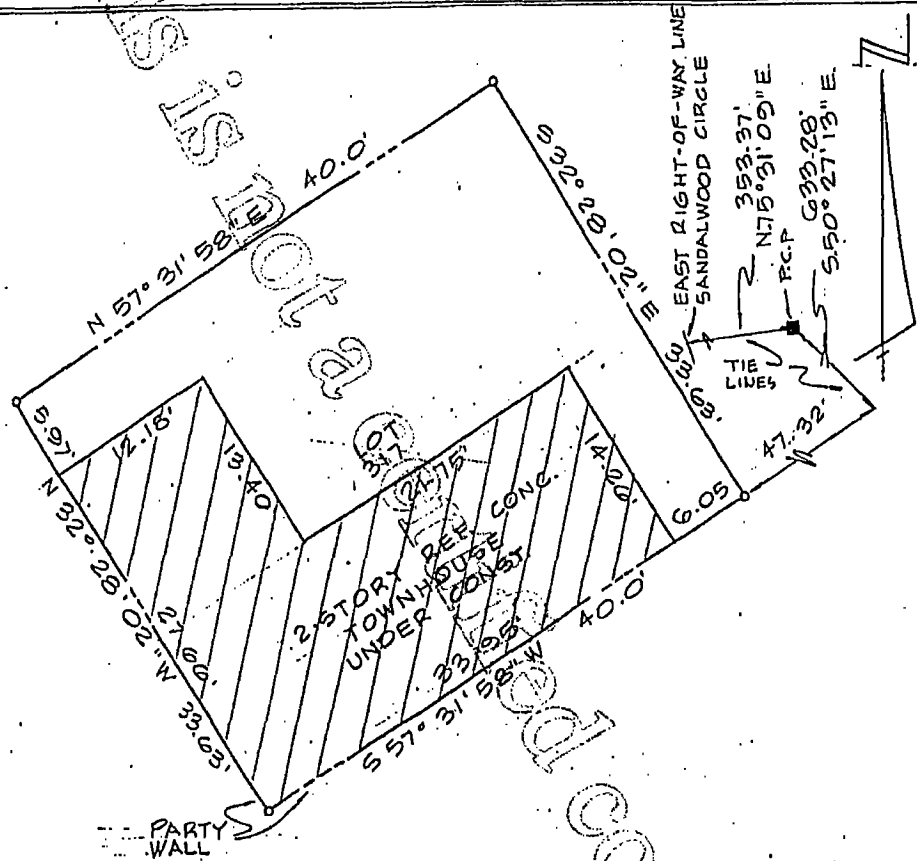
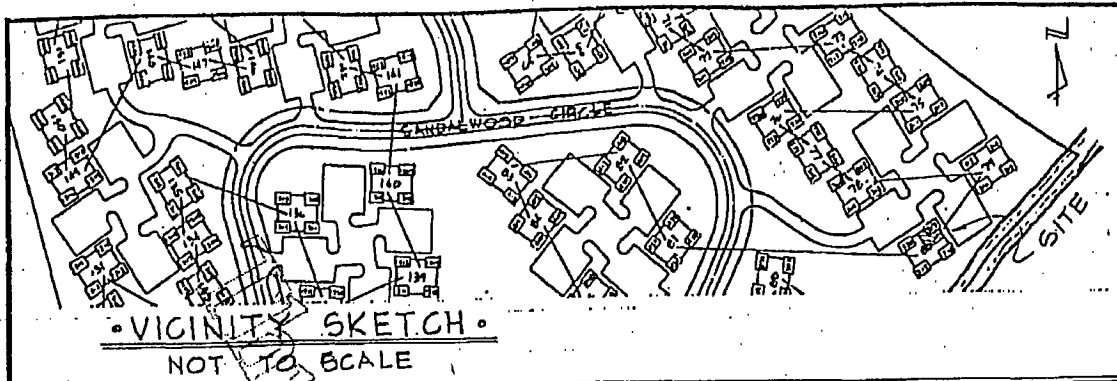
Date: 5-18-77 Scale: 1" = 10'  
Field: K.N.  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Florida License No. 2832  
John G. Wallace  
Drawing No. 77-185

N3727

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 317, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

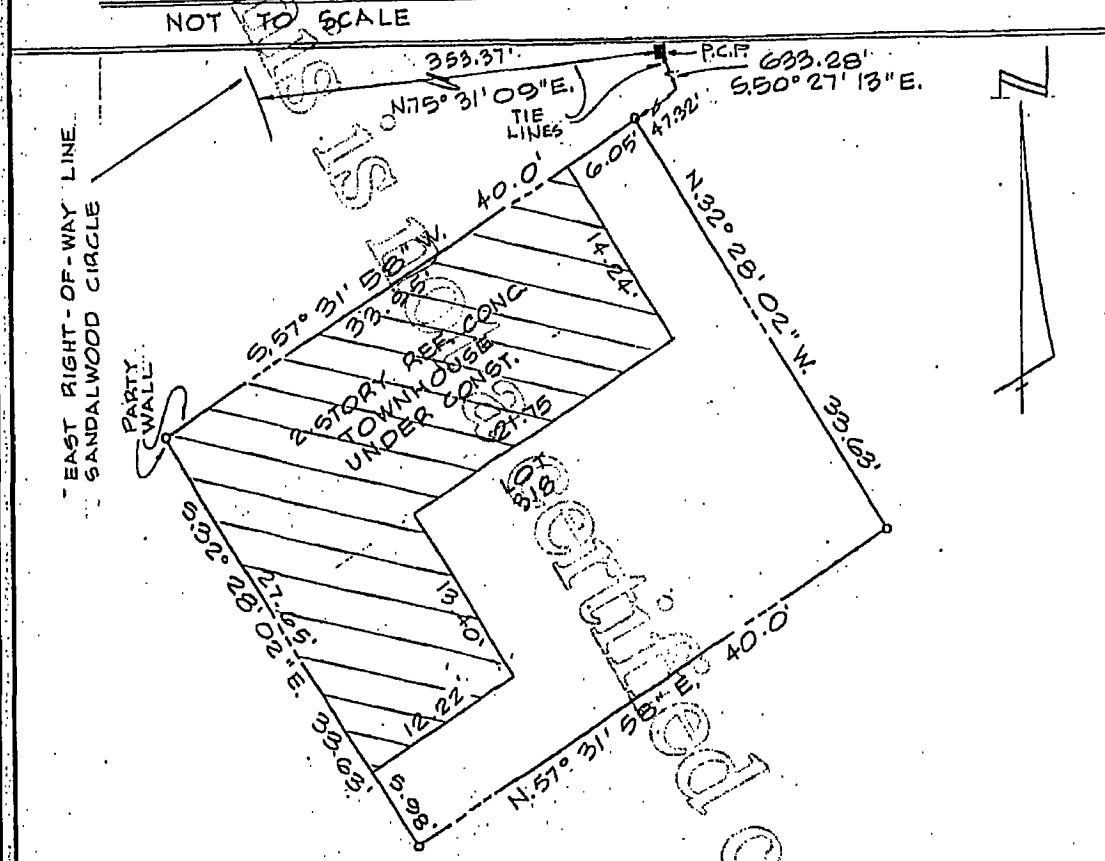
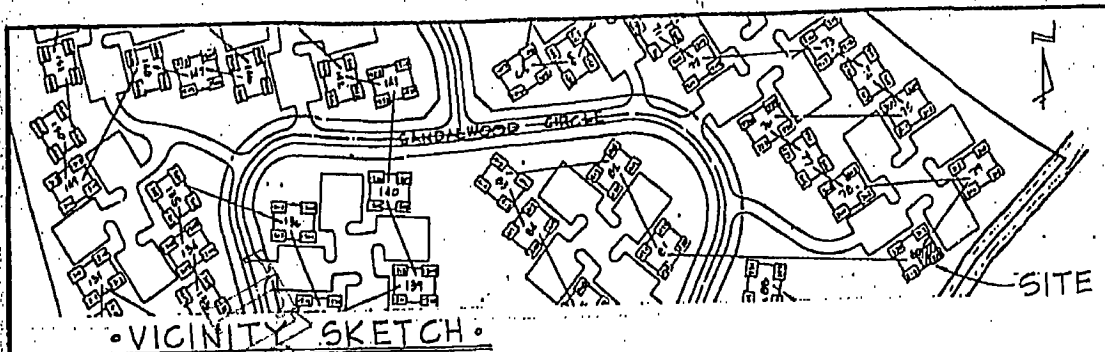
SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 1010

Date: 5-19-77 Scale 1" = 10'  
Field: K.J. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
File Certificate No. 2832  
Filing No. 16771  
Job No. 77-186  
Drawing No. 77-186

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 318, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH REC 2689 PAGE 1011

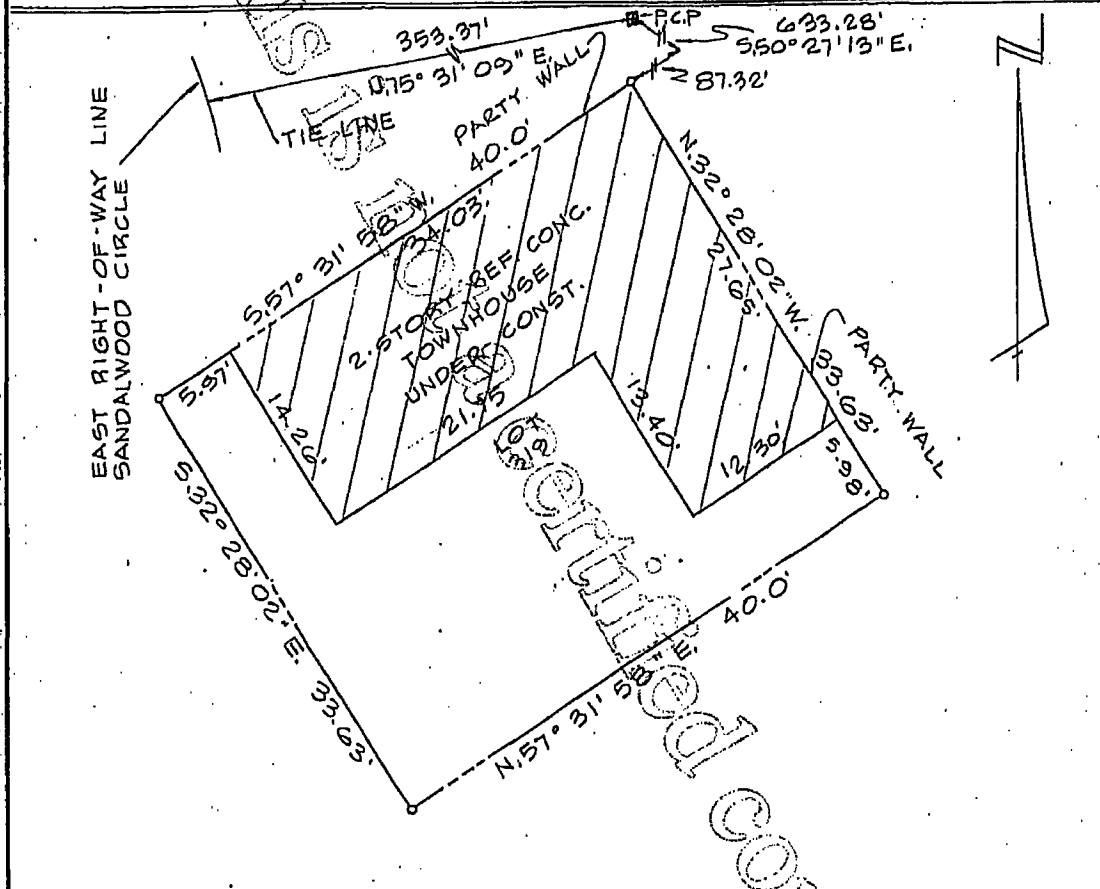
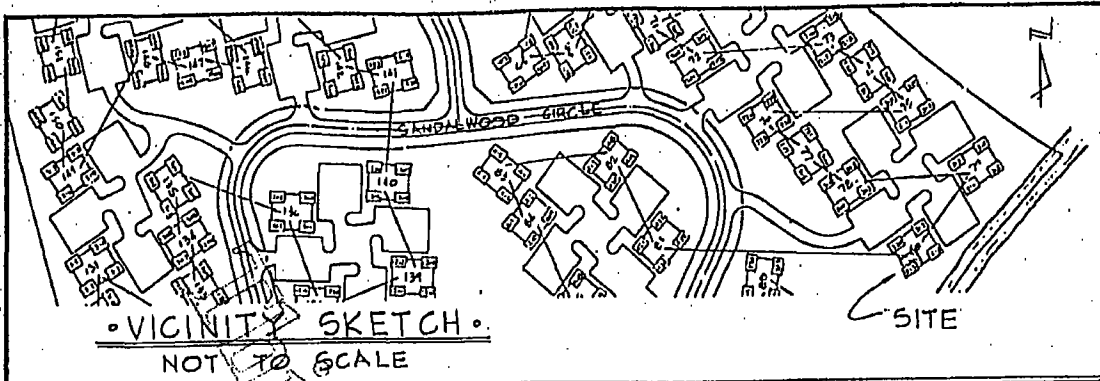
Registered Land Surveyor  
Certificate No. 2832

Date: 5-15-77  
Field: E.J.J.  
Office: L.S.C. Ckd: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Job No. 17-171  
Drawing No. 77-187

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 319, according to the plat of Sandalwood Estates-PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC. 2689 PAGE 1012

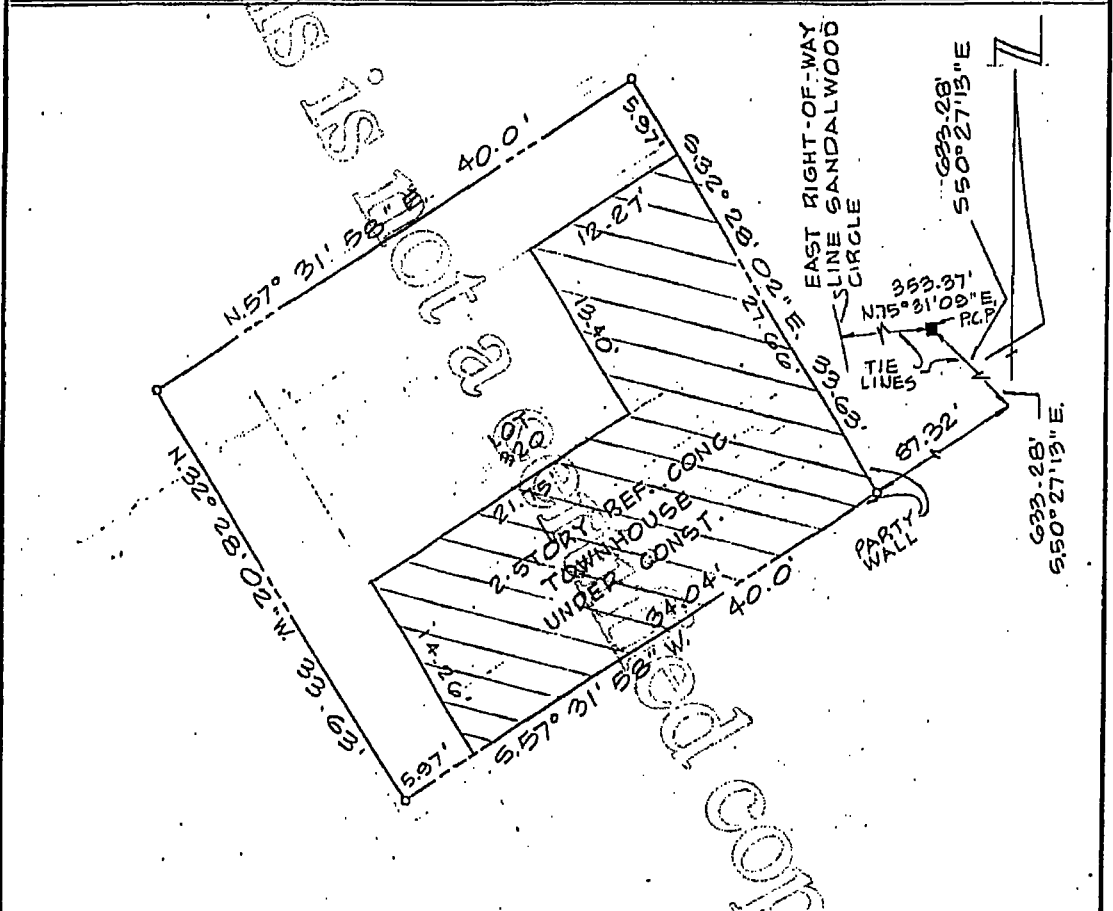
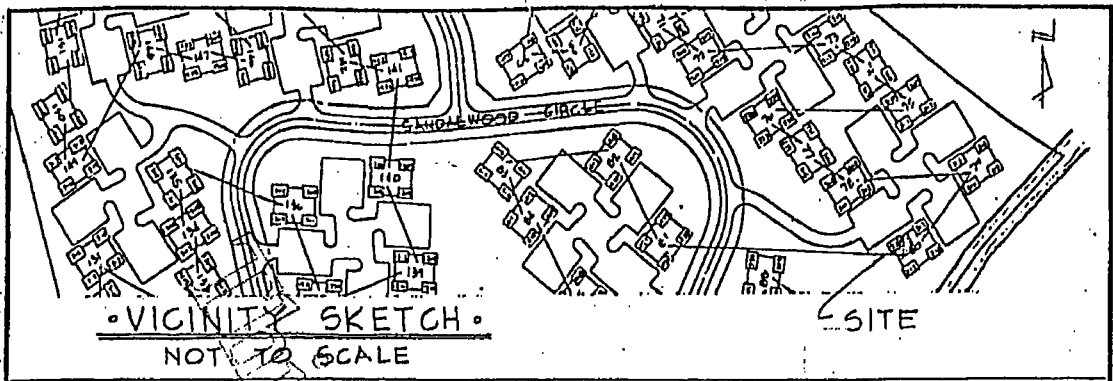
Registered Land Surveyor  
 Certificate No. 632

Date: 5-15-77 Scale  
 Field: K.N. 1" = 10'  
 Office: L.G.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

FILED MAY 12 1977  
 JOB NO. 76-695  
 Drawing No. 77-188

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 320, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

*[Handwritten signature and seal area]*

SURVEYORS NOTE:

PALM BEACH OFF REC 2689 PAGE 1013

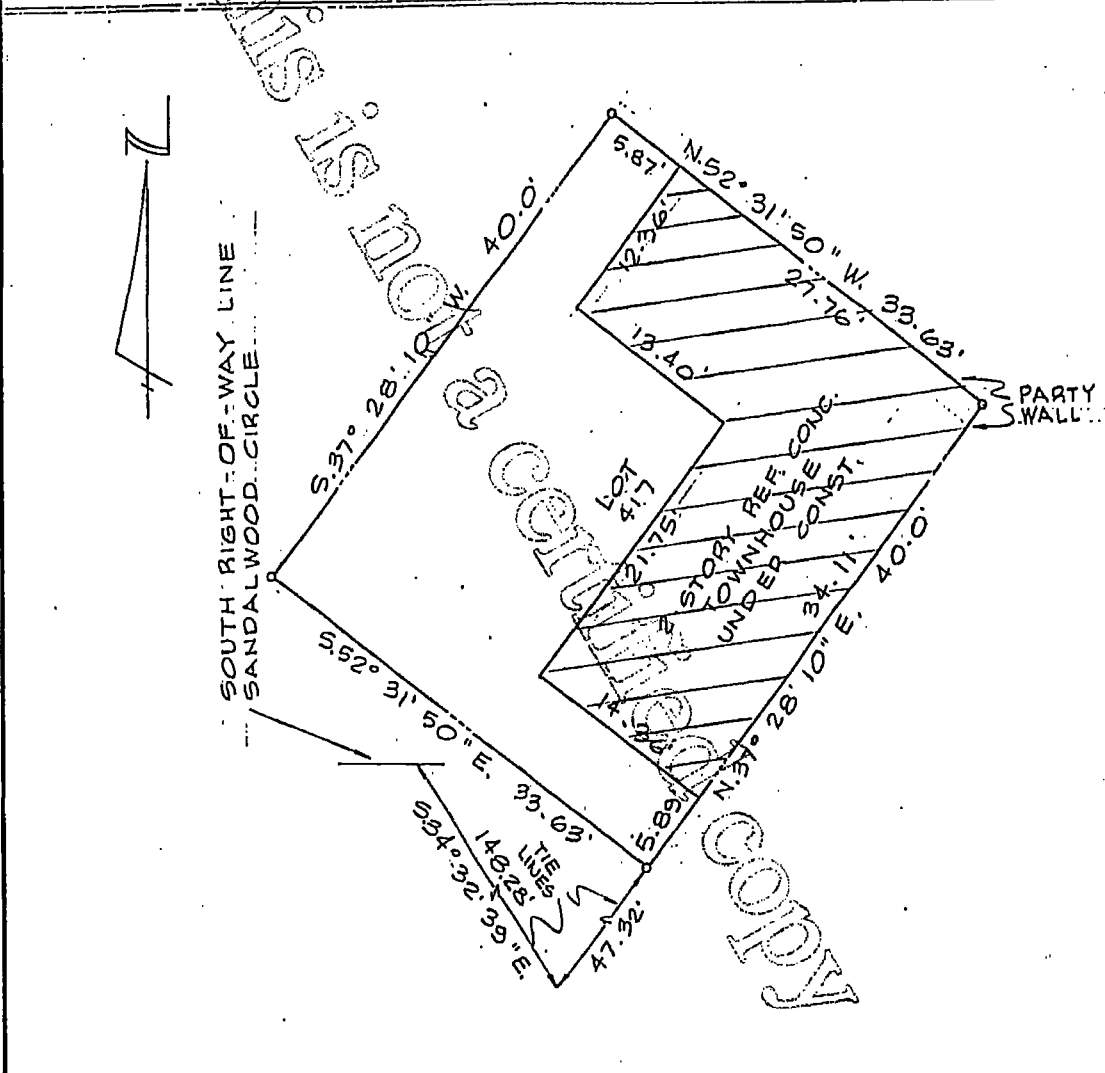
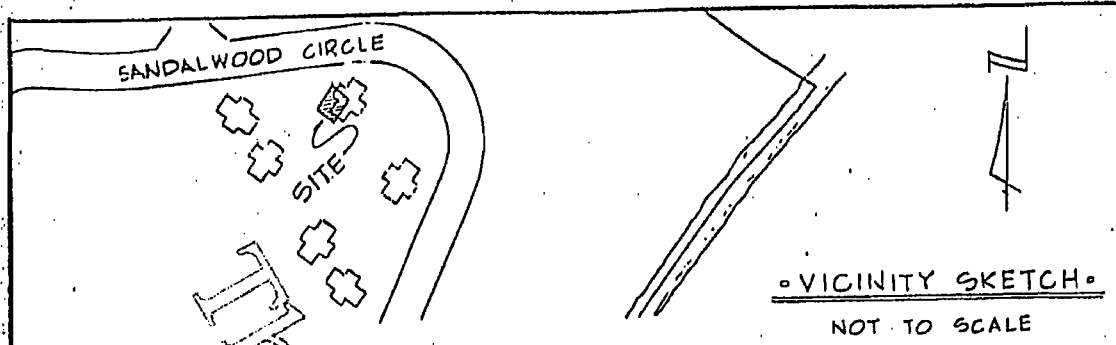
Registered Land Surveyor  
P.A. Certificate No. 2832

Date: 5-19-77 Scale  
Field: K.S. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

File No. 23387.171  
Job No. 77-695  
Drawing No. 77-189

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 417, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH OFF REC 2689 PAGE 1014

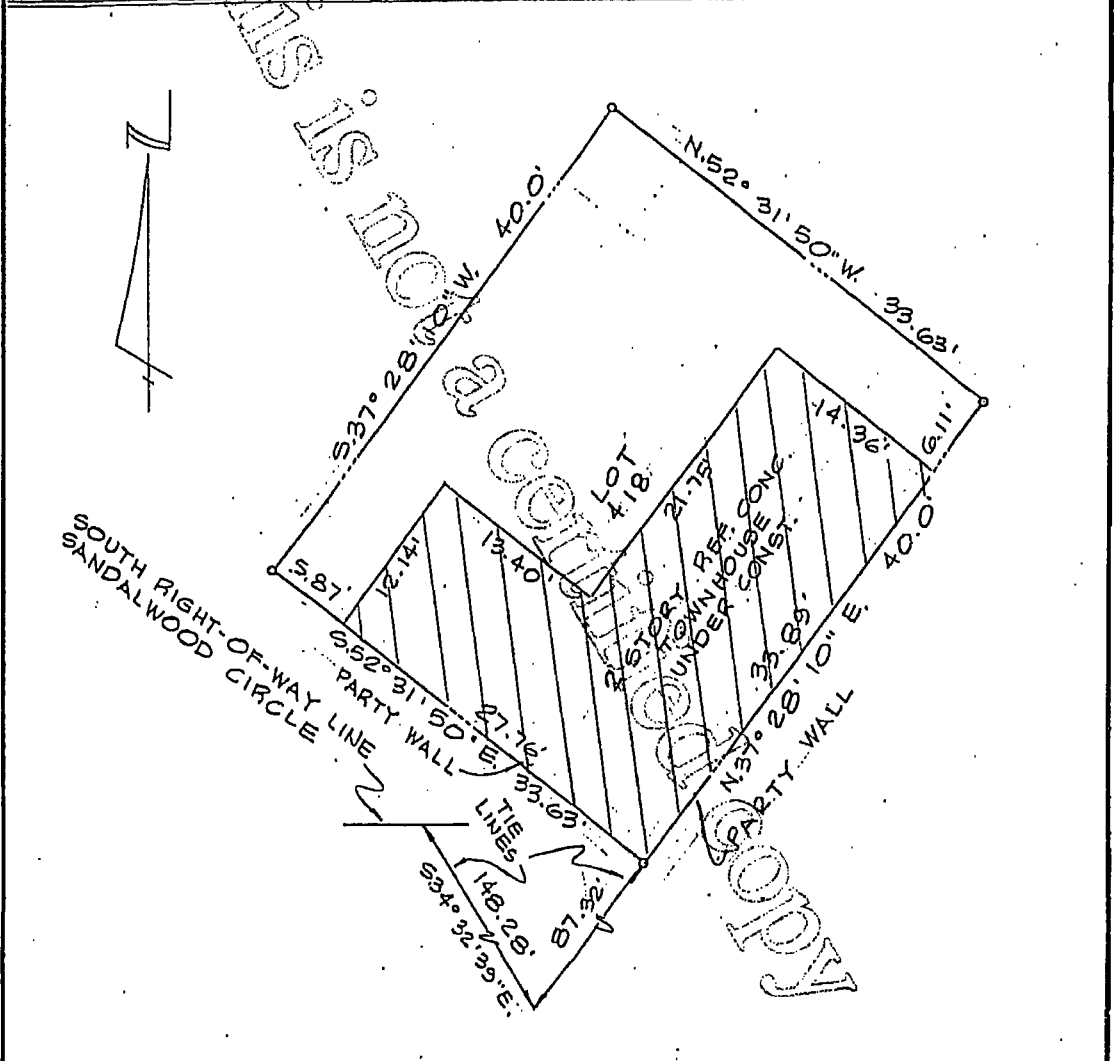
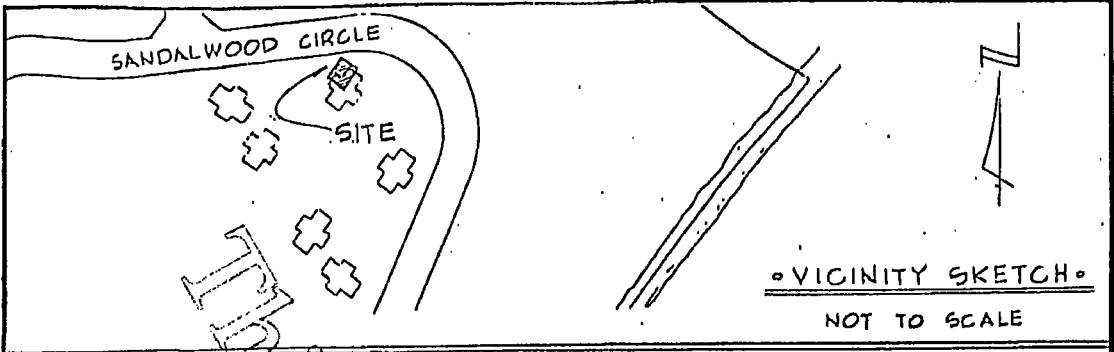
Registered Land Surveyor  
By: Certificate No. 2832

Date: 5-21-77 Scale 1" = 10'  
Field: L.N.  
Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

File No. 2017-171  
Job No. 102-693  
Drawing No. 77-210

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 418, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

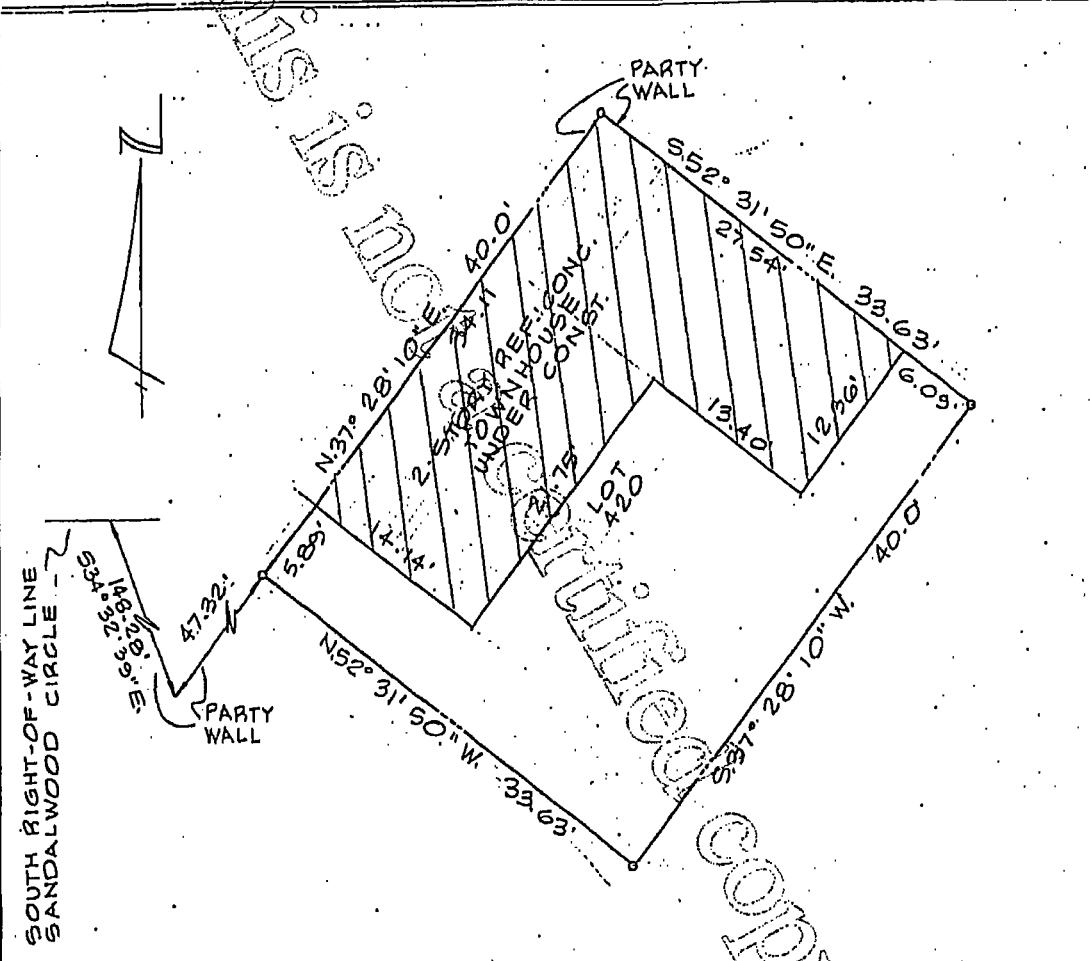
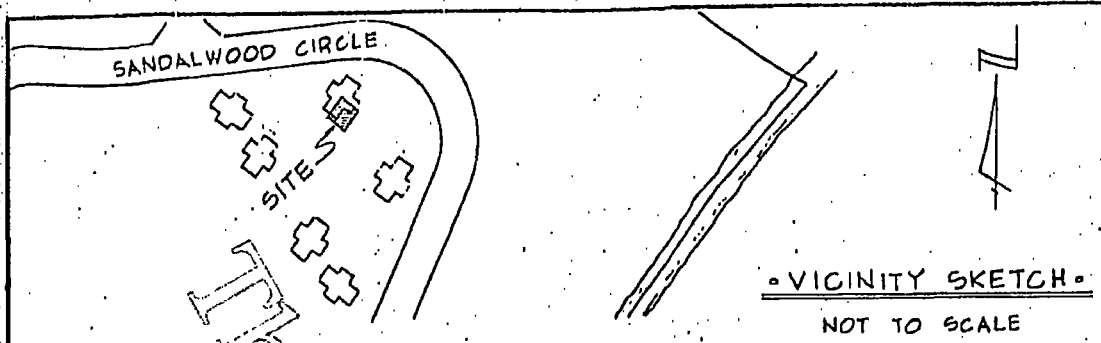
I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE: PALM BEACH OFF. REC. 7689 PAGE 1015		Registered Land Surveyor Fla. Certificate No. 2232 File No. 22167-211 Job No. 76895 Drawing No. 77-211
Date: 5-21-77 Scale: 1" = 10' Field: K.S. Office: L.S.C. Ckd.: K.S.	WILLIAM G. WALLACE, INC. Consulting Engineers & Land Surveyors 321 Northlake Blvd., Suite 113, North Palm Beach, Florida	

SCHEDULE A







SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 420, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH OFF REC 2689 PAGE 10 17

Registered Land Surveyor  
Florida Registration No. 2232

Date: 5-21-77 Scale  
Field: K.W. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

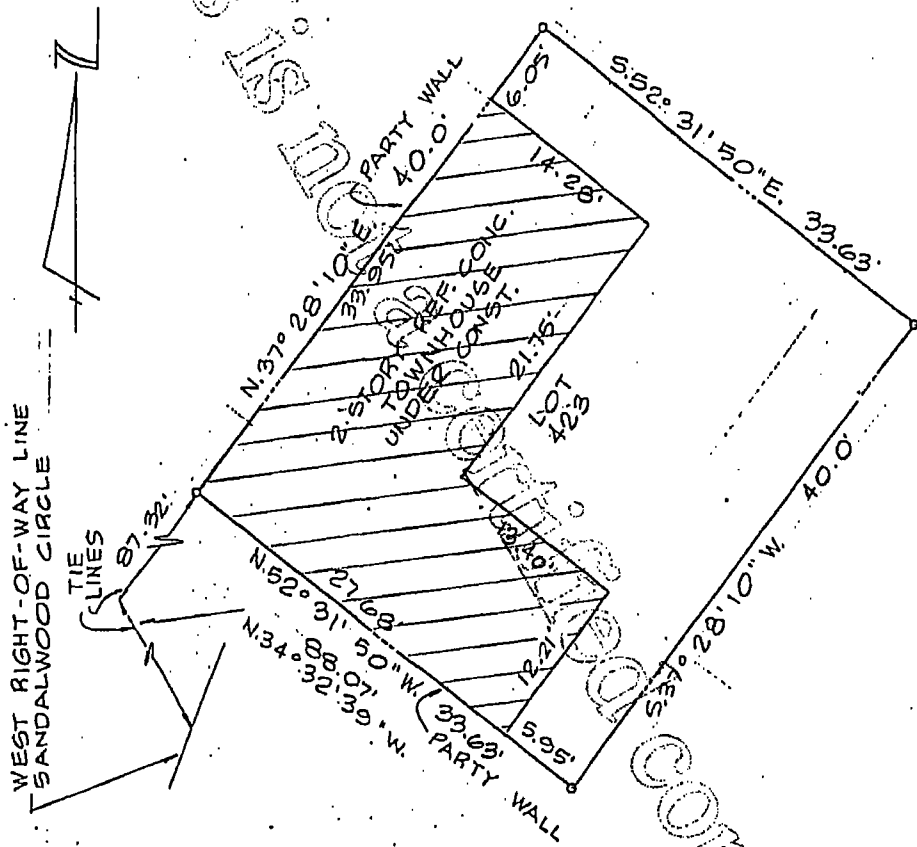
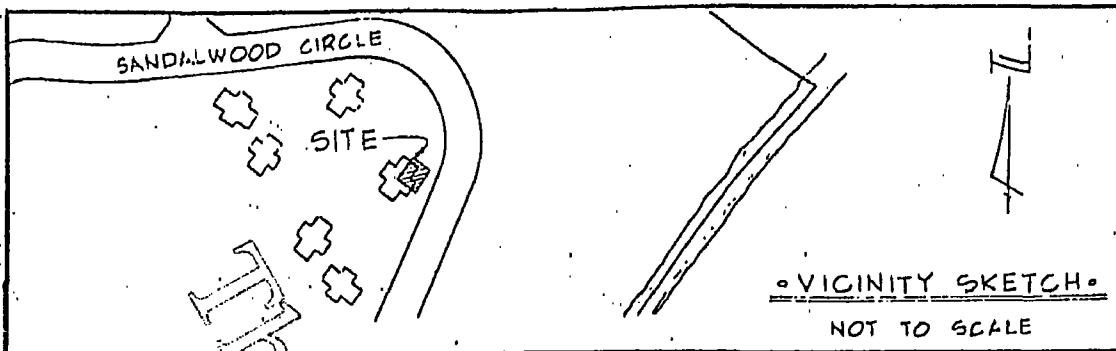
WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd, Suite 113, North Palm Beach, Florida

File No: 22117-171  
Job No: 07-65-695  
Drawing No: 17-213

SCHEDULE A







SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 423, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM OFF BEACH REC 2689 PAGE 1020

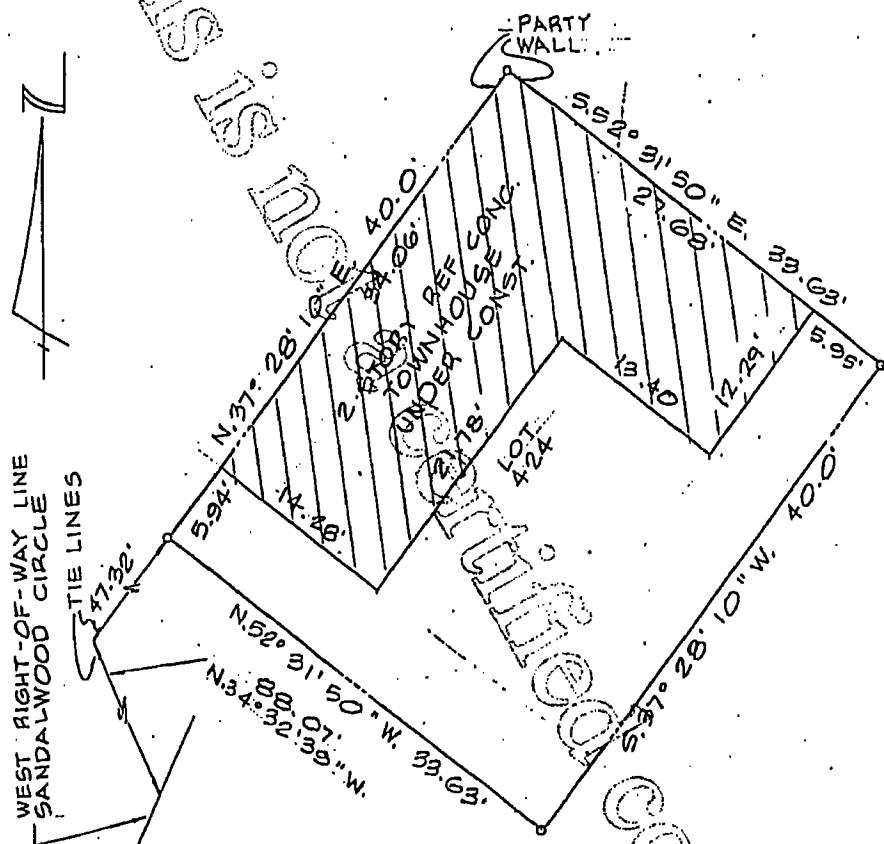
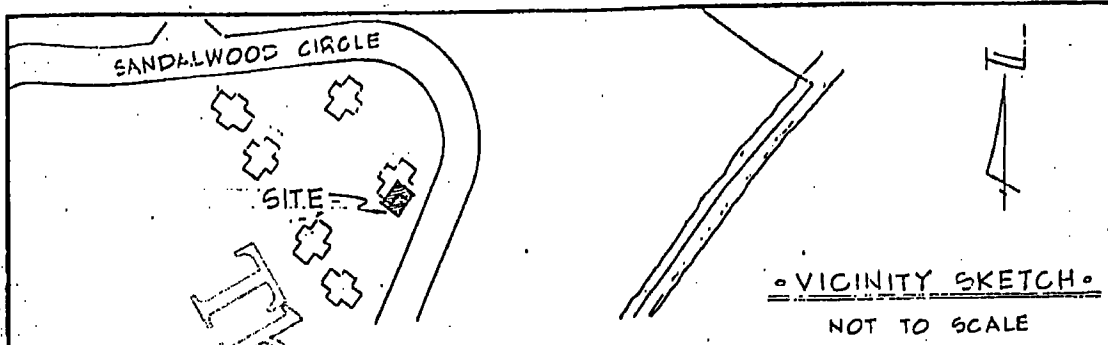
Registered Land Surveyor  
 Plat Certificate No. 2232

Date: 5-21-77 Scale  
 Field: K. U. 1" = 10'  
 Office: L.S.C. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
 Consulting Engineers & Land Surveyors  
 321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Plat No. 021-1671-071  
 Job No. 5855  
 Drawing No. 216

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 424, according to the plat of Sandalwood Estates RUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC 2689 PAGE 1021

Date: 5-21-77 Scale  
Field: K.N. 1" = 10'  
Office: L.S.C. Ckd.: K.S.

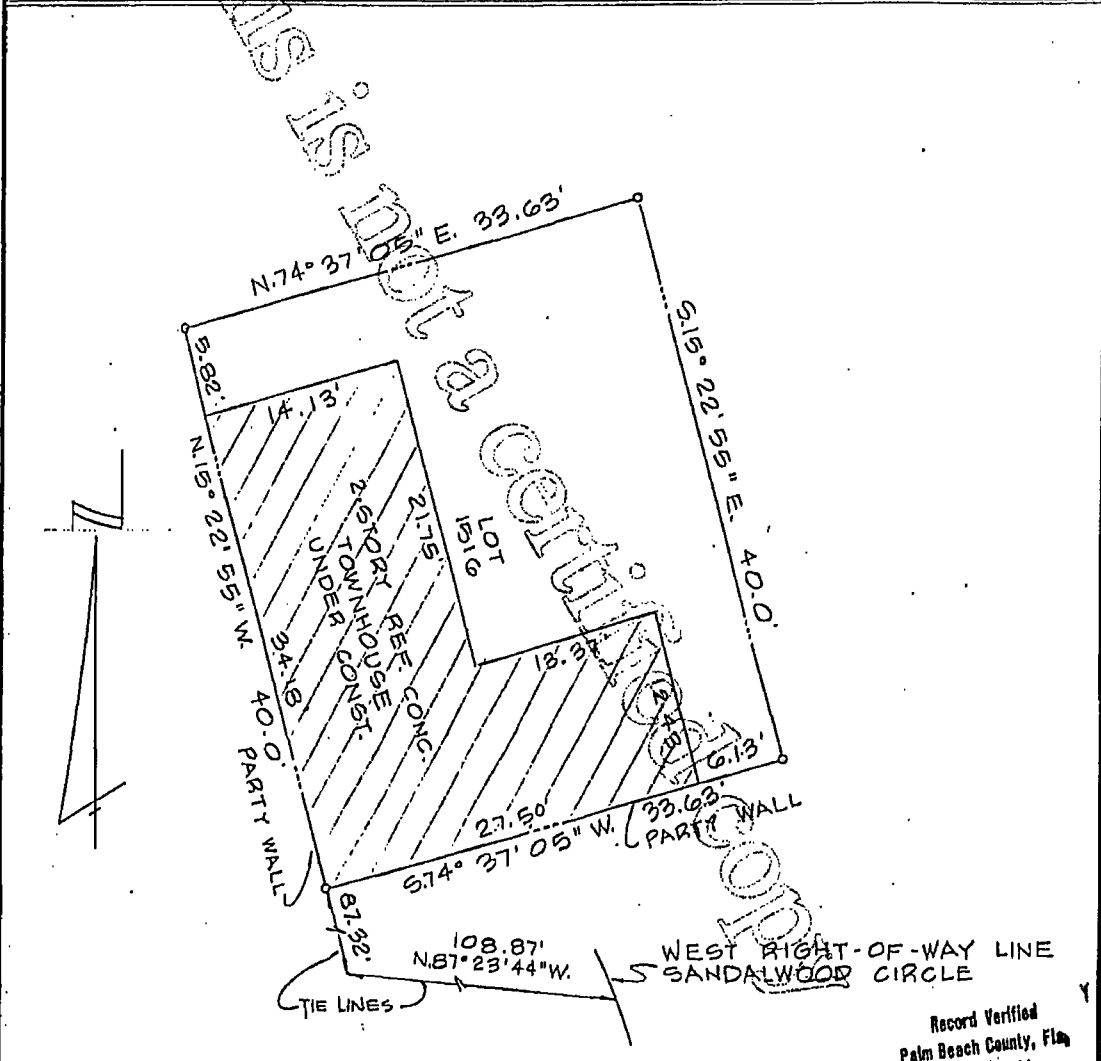
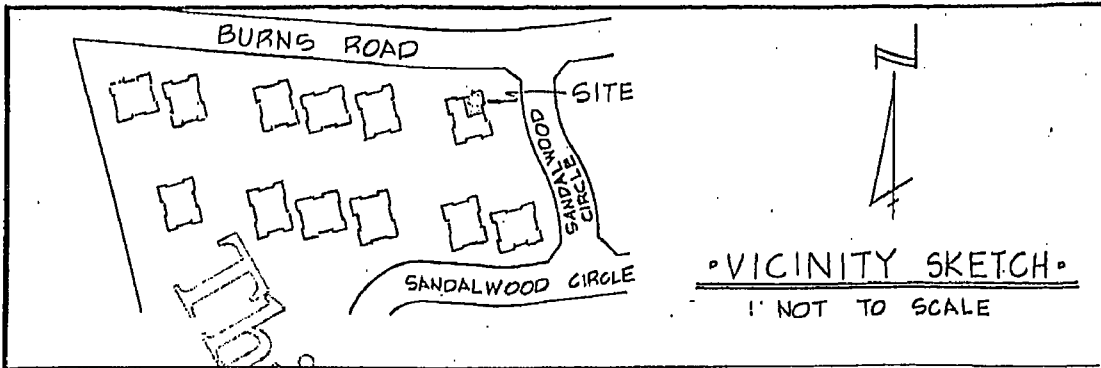
WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
P.F. Certificate No. 12832

File No. 25159-171  
Job No. W-265  
Drawing No. 77-217

43777

SCHEDULE A



SURVEY FOR: DI VOSTA CONSTRUCTION CO., INC.

SURVEY OF: Lot 1516, according to the plat of Sandalwood Estates PUD, as recorded in Plat Book 32, at Pages 167 through 171, in and for the records of Palm Beach County, Florida.

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

THIS PLAT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey made under my direction, and is accurate to the best of my knowledge and belief.

SURVEYORS NOTE:

PALM BEACH REC 2689 PAGE 1022

Date: 5-18-77 Scale 1" = 10'  
Field: K.N.  
Office: L.S.G. Ckd.: K.S.

WILLIAM G. WALLACE, INC.  
Consulting Engineers & Land Surveyors  
321 Northlake Blvd., Suite 113, North Palm Beach, Florida

Registered Land Surveyor  
Plate No. 2682

File No. 2682  
Job No. 2682  
Drawing No. 7-447

N3777

SCHEDULE A

Rick Scott  
GOVERNOR



Cynthia R. Lorenzo  
INTERIM EXECUTIVE DIRECTOR

March 30, 2012

Joel Martin McTague, Esq.  
Frank, Weinberg, Black, P.L.  
7805 S.W. 6th Court  
Plantation, Florida 33324

RE: Sandalwood Estates – Covenant Revitalization  
DEO-12-034

Dear Mr. McTague:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Sandalwood Estates Homeowners Association, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Section 720.407(1), F.S., requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), F.S., requires that the president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records.

The Caldwell Building 107 E. Madison Street Tallahassee, Florida 32399-4120  
850.245.7105 TTY/TDD 1-800-955-8771 Voice 1-800-955-8770 [FloridaJobs.org](http://FloridaJobs.org)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

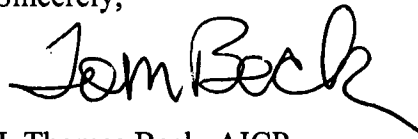




Joel Martin McTague, Esq.  
DEO-12-034  
Page 2 of 3

If you have any questions concerning this matter, please contact David L. Jordan,  
Assistant General Counsel at (850) 717-8527 or Paul Piller at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP  
Director, Division of Community Development

NOTICE OF RIGHTS

ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BLDG., MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

Joel Martin McTague, Esq.  
DEO-12-034  
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NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 30th day of March, 2012.



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Miriam Snipes  
Agency Clerk

By U.S. Mail:

Joel Martin McTague, Esq.  
Frank, Weinberg, Black, P.L.  
7805 S.W. 6th Court  
Plantation, Florida 33324

By Interoffice Delivery:

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