

This instrument prepared by:
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CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
SANDALFOOT SQUIRE PHASE II CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of Condominium of Sandalfoot Squire One, Two, Eight and Nine, as recorded in the Public Records of Palm Beach County, Florida, as set forth below, was duly adopted in accordance with the governing documents.

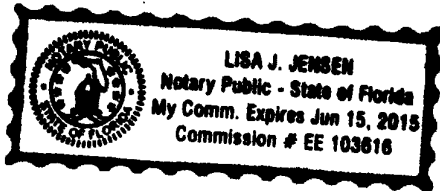
Building	Official Records Book	Page No.
1	3457	0843
2	3525	1125
8	3209	1990
9	3325	0584

IN WITNESS WHEREOF, we have affixed our hands this 17 day of May 2013, at Boca Raton, Palm Beach County, Florida.

By: [Signature]
Print: Luke Neuman
Attest: [Signature]
Print: DARLI F. SILVA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of May, 2013 by Luke Neuman as President and Darli Silva as Secretary of Sandalfoot Squire Phase II Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL drivers license as identification.



for both
NOTARY PUBLIC:
sign [Signature]
print Lisa J. Jensen
State of Florida at Large

My Commission Expires:

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SANDALFOOT SQUIRE PHASE II CONDOMINIUM

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . . ")

10. RESTRICTIONS

The following restrictions shall be applicable to, and covenants running with, the land of the condominium, ~~and may not be amended without the prior written approval of the Developer until January 1st, in the year forty full calendar years after the year in which this Declaration is recorded in the Public Records.~~

. . .

.8 Leasing. Upon the effective date of this amendment, ~~no~~ on a limited basis, some apartments may be leased, provided that an owner obtains the prior written approval of the Board of Directors, as required in Article 11 of this Declaration. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner. ~~Any apartment which is the subject of an approved lease as of the effective date of this amendment may continue with that approved lease term only through the end of that lease term on file with the Association. Thereafter, the apartment may not be leased.~~

. . .

.11 Apartment Occupancy. Notwithstanding anything to the contrary contained herein or the rules and regulations of the Association, guests shall be permitted to occupy an apartment no longer than sixty (60) cumulative days in any twelve (12) month period. Prior written notice of any such guest occupancy must be provided to the Board by the owner. Any further occupancy in excess of this sixty (60) day period shall be deemed to be a lease, regardless of whether consideration is paid. In such event, that individual must submit the

required application for approval, and be approved by the Board for occupancy, as provided for in Article 11 of this Declaration.

For the purposes of this section, "immediate family" is defined as the parents, children, brother, sister, grandparents, and/or grandchildren of the apartment owner(s), and the respective spouses of the foregoing persons. For purposes of this section, "guests" shall include any person present in any apartment or any portion of the common elements or Association property, other than the apartment owner, the members of the apartment owner's immediate family permanently residing with him/her in the apartment and any tenant(s) under an approved lease.

11. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial and financially responsible residents and thus project ~~{sic}~~ the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner ~~other than the Developer~~ shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

.1 Transfers Subject to Approval.

...

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without the prior written approval of the Board of Directors.

...

.2 Approval by Association. The approval of the Association which is required for the leasing, or transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

...

(2) Lease. ~~No apartment may be leased.~~ An apartment owner intending to make a bona fide lease of his or her apartment shall give notice to the Board of such intention, together with

the name and address of the proposed lessee, an executed copy of the proposed lease, and with such other information as the Board may require, which may include a personal interview with the prospective lessee, at the discretion of the Board. In addition, in amounts not to exceed the highest allowed under the law, as it may be amended from time to time, the Board may require the payment of a transfer fee, as well as a security deposit to protect against damages to the common elements or Association property. If the Board requires a transfer fee, a security deposit, and/or an interview, no application shall be considered complete without the payment of the transfer fee, the security deposit, the interview, as well as the delivery of such other information that may be required by the Board. The subleasing of an apartment is strictly prohibited. An apartment may only be leased one (1) time in any twelve (12) month period. If an apartment owner directly or indirectly owns three (3) or more apartments, such owner will only be permitted to lease a maximum of two (2) of the units at any one time. The term of any lease must be at least three (3) months and shall not exceed twelve (12) months. The Board may promulgate additional rules and regulations from time to time regarding restrictions pertaining to the leasing of apartments.

...

~~(6) — The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit of \$200.00 and up to one month's rental deposit which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by lessee. Upon the effective date of this amendment, only those Units which had been previously approved for lease by the Board are subject to this Section.~~

...

(b) Certificate of Approval.

...

(2) Lease. ~~No apartments may be leased. If the proposed transaction is a lease, then, within thirty (30) days after receipt of completed application materials, including, without limitation, written notice and any other supplemental information required by the Board, the Board must either approve or disapprove the proposed lease. If the lease is disapproved, the lease shall not be made.~~

...

.3 Disapproval by Association. If the Association shall disapprove a lease, or transfer of ownership of an apartment, the matter shall be disposed in the following manner:

...

(b) Lease. ~~No apartment may be leased. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.~~

...