

Prepared by:
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02/14/2003 12:53:33 20030087868
OR BK 14803 PG 0938
Palm Beach County, Florida

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 One Two, Eight and Nine, Condominiums, 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 3 day of February, 2003, at _____, Palm Beach County, Florida.

By: Kim Ellen Foster - President

Print: KIM ELLEN FOSTER

Attest: Steve Rudewicz

Print: STEVE RUDEWICZ, Sr.

STATE OF FLORIDA
COUNTY OF BROWARD PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of February 2003 by Kim E FOSTER as President and STEVE RUDEWICZ 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 _____ as identification.

NOTARY PUBLIC:

sign Marilyn Mas

print MARILYN MAS

State of Florida at Large



Marilyn Mas
Commission # CC 894735
Expires Dec. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

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 apartment may be leased. After approval of the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family, his servants and guests, and the term of the lease is not less than twelve months. 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 MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial 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 approval of the Association.~~

...

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

(a) Notice to Association.

...

~~(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. No apartment may be leased.~~

...

(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. If the proposed transaction is a sale [sic], then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the~~

~~approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records. No apartments may be leased.~~

...

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

...

(b) Lease. ~~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. No apartment may be leased.~~

...