



CFN 20100142757
 OR BK 23800 PG 1326
 RECORDED 04/19/2010 10:32:29
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1326 - 1327; (2pgs)

Prepared by:
 Randall K. Roger & Associates, P.A.
 621 NW 53rd Street, Suite 300
 Boca Raton, FL 33487

**Certificate of Amendment to the
 Declaration of Covenants
 and Restriction of Sandhurst**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Sandhurst ("Declaration"), as described in Official Records Book 11186 at Page 1186 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of March, 2010, at West Palm Beach (City), Palm Beach County, Florida.

By: Allen Mack
 Print: ALLEN MACK
 Attest: Shirley Killian
 Print: Shirley Killian

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of March, 2010, by Allen Mack as President and Shirley Killian as Secretary of Jog Estates Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

Sign Susan M. Iorio



Susan M. Iorio

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
SANDHURST

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

Amendment to Article 13 of the Declaration by adding a new Section (h) therein, as follows:

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

(h) Lease Moratorium. Notwithstanding anything contained in Article 13 of the Declaration, no Owner who acquires title to a Unit by way of purchase for a valuable consideration shall be permitted to lease the Unit during the first twenty-four (24) months of ownership. In the event such a purchasing Owner acquires title to a Unit with a lessee in possession under an approved lease, at the expiration of such lease term, the Unit shall not again be leased until the two (2) year anniversary of the expiration of the prior approved lease. The foregoing restriction against leasing shall not be applicable to an Owner who acquires title through gift, inheritance, bequest, the settlement or resolution of a marital dispute, as a transfer between family members, or as a result of a transfer of a Unit which is not made for a valuable consideration. For purposes of this paragraph, a "transfer between family members" means any lifetime transfer of a Unit between an Owner and his or her spouse, child, parent, sibling or grandchild, or between an Owner and another person with whom the Owner and such person are in relationship and permanently reside together within the same property.

For purposes of this paragraph, the phrase "purchase for a valuable consideration" shall mean and refer to any purchase of a Unit for a purchase price which exceeds \$75,000.00.



CFN 20040155937
 OR BK 16699 PG 0490
 RECORDED 03/22/2004 15:10:18
 Palm Beach County, Florida
 Dorothy H Wilken, Clerk of Court

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

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS OF
 SANDHURST**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions of Sandhurst. The original Declaration of Covenants and Restrictions of Sandhurst are recorded in Official Records Book 11186, Page 1196, of the Public Records of Palm Beach County, Florida.

DATED this 17th day of March, 2004.

**JOG ESTATES PROPERTY OWNERS
 ASSOCIATION, INC.**

Rita Tucker
 Witness

By: Dottie Simoncini
 President

Virginia Trent
 Witness

Attest: Sharon Glover
 Secretary

(SEAL)

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

BEFORE ME personally appeared Dottie Simoncini, the President and Sharon Glover, Secretary of Jog Estates POA, who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Jog Estates POA, with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 17th day of March, 2004.

[Signature]
 Notary Public
 State of Florida at Large
 My Commission Expires: 3/15/06

(SEAL) John R. Smith
 My Commission 00001348
 Expires March 15, 2006

160010102.13C

**AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF SANDHURST**

The original Declaration of Covenants and Restrictions of Sandhurst is recorded in Official Records Book 11186, Page 1196 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

ITEM 1: There shall be a new Article 13 added to the aforesaid Declaration of Covenants and Restrictions, which shall read as follows:

Attached hereto as Exhibit "D" to the Declaration is the South Florida Water Management District Environmental Resource Standard General Permit No. 50-03945-P.

ITEM 2: There shall be a new Article 14 added to the aforesaid Declaration of Covenants and Restrictions, which shall read as follows:

Sale Approval Process. Notwithstanding anything to the contrary contained in this or any other document governing Jog Estates Property Owners Association, Inc., the Association through the Board of Directors shall have the right to approve all sales of a Unit. The rules and policies in connection with such sales approval shall be promulgated by the Board from time to time. The following provisions govern the sale approval process.

(a) Procedure. Any Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The sale must be approved by the Board or its Committee prior to closing and prior to occupancy or storage of personal belongings therein. The Owner shall submit to the Association a properly executed application for approval which application shall be in the form as provided by the Association.

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

(c) Transfer Fee. The Board may charge a non-refundable transfer fee in the amount to be determined by the Board in connection with and as a condition of sale approval. A non-refundable transfer fee shall be paid by the purchaser at the time a properly executed application and copy of the sale contract is submitted to the Association.

(d) Approval or Disapproval. The Association shall either approve or disapprove the sale within twenty-one (21) days after receipt of all information required herein.

○ Any approval granted herein is conditioned upon the purchaser and occupants abiding by all provisions contained in any document governing the Association, including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations.

If the required approval is not obtained from the Association, the proposed contract for sale shall be null and void.

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



09/26/2003 09:57:22 20030578594
OR BK 15911 PG 1484
Palm Beach County, Florida

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

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
SANDHURST**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions of Sandhurst. The original Declaration of Covenants and Restrictions of Sandhurst are recorded in Official Records Book 11186, Page 1196, of the Public Records of Palm Beach County, Florida.

DATED this 20th day of August, 2003.

**JOG ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

[Signature]
Witness

By: [Signature]
President

[Signature]
Witness

Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Dottie Simancini, the President and Sharon Jalovec, Secretary of Jog Estates POA Inc, who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of _____, with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 20th day of August, 2003.



[Signature]
Notary Public
State of Florida at Large
My Commission Expires: _____

(SEAL)

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF SANDHURST**

The original Declaration of Covenants and Restrictions of Sandhurst is recorded in Official Records Book 11186, Page 1196 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

ITEM 1 Article 10.1 of the aforesaid Declaration of Covenants and Restrictions, which shall read as follows:

This DECLARATION may be amended upon the approval of not less than 2/3 a majority of the OWNERS, ~~except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action.~~ In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.



05/29/2003 10:24:35 20030310587
OR BK 15288 PG 0284
Palm Beach County, Florida

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

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
SANDHURST**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions of Sandhurst. The original Declaration of Covenants and Restrictions of Sandhurst are recorded in Official Records Book 11186, Page 1196, of the Public Records of Palm Beach County, Florida.

DATED this 1st day of May, 2003.

**JOG ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

By: Dottie Simonini
President

Attest: Sharon Jalovec
Secretary

[Signature]
Witness

[Signature]
Witness

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Dottie Simonini, the President and Sharon Jalovec, Secretary of Jog Estates POA Inc, who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of _____, with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 1st day of May, 2003.

 John R. Meth
My Commission 00091348
Expires March 15, 2006

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF SANDHURST**

The original Declaration of Covenants and Restrictions of Sandhurst is recorded in Official Records Book 11186, Page 1196 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

ITEM 1: A new Section 1.9.6 shall be added to Article 1.9 of the aforesaid Declaration of Covenants and Restrictions, which shall read as follows:

~~1.8~~ COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:)

1.9.6 Expenses incurred in connection with a bulk security monitoring contract entered into by the Association.

ITEM 2: Article 6.2 of the Declaration of Covenants and Restrictions of Sandhurst shall be amended to read as follows:

Automobiles, Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles with a carrying capacity of ½ ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. The reference to "overnight" as stated herein shall be defined as anytime between the hours of 6:00 p.m. and 6:00 a.m. In addition, the above-mentioned pick-up trucks shall be required to be parked in a garage all day on Sundays, all day on national holidays, and between 6:00 p.m. and 6:00 a.m., Monday through Saturday

[The balance of the above provision remains unchanged].

ITEM 3: A new paragraph shall be added to Article 6.15, as amended, of the aforesaid Declaration of Covenants and Restrictions, which shall read as follows:

Notwithstanding anything stated to the contrary in this Article or elsewhere in this Declaration, including any prior amendment, the Association does not have the obligation to replace any landscaping

on an owner's lot. The responsibility of the Association is limited to maintaining such landscaping, excluding trees.

ITEM 4: There shall be a new Article 13 added to the Declaration of Covenants and Restrictions of Sandhurst which shall read as follows:

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

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

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

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

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

(e) Transfer Fee: The Board may charge a non-refundable transfer fee in an amount to be determined by the Board of Directors. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.

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

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

(g) Remedies: In the event the Association determines that any provision contained herein not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.



05/29/2003 10:24:35 20030310586

OR BK 15288 PG 0282
Palm Beach County, Florida

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

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Association ByLaws. The original Declaration of Covenants and Restrictions of Sandhurst are recorded in Official Records Book 11186, Page 1196, of the Public Records of Palm Beach County, Florida.

DATED this 15th day of May, 2003.

**JOG ESTATES PROPERTY OWNERS
ASSOCIATION, INC.**

By: Dottie Simcalini
President

Attest: Sharon Jalovec
Secretary

Witness

Witness

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Dottie Simcalini, the President and Sharon Jalovec, Secretary of Jog Estates POA Inc., who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of _____, with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 15th day of May, 2003.

 John R. Mash
My Commission DD081348
Expires March 18, 2006

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)

**PROPOSED AMENDMENT TO THE
BYLAWS OF
JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants and Restrictions of Sandhurst is recorded in Official Records Book 11186, Page 1196 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

There shall be a new Section 20 added to Article 5 of the Association By-Laws, which shall read as follows:

Notwithstanding anything stated to the contrary in the Association By-Laws or any other document governing Jog Estates Property Owners Association, Inc., only owners of a lot are entitled to serve on the Board of Directors, and no more than one (1) owner of a particular lot may serve on the Board of Directors.

Not a certified copy

Rate:

Jul-12-2000 10:01am 00-261354
ORB 11889 Pg 1155
[Barcode]

Victor H. De Vore
Attorney at Law
550 Brickell Avenue - Suite 501
Miami, Florida 33131

This instrument prepared by, or under the supervision of (and after recording return to):

Gary A. Saul, Esq.
Greenberg Traugott, P.A.
1221 Brickell Avenue
Miami, FL 33131

Reserved for Clerk of Court

THIS IS A
COPY

AMENDMENT TO DECLARATION OF COVENANTS
AND
RESTRICTIONS OF SANDHURST

THIS AMENDMENT is made as of the ___ day of _____, 2000, by JOG
PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership
("Declarant").

WITNESSETH:

A. Declarant is the "Declarant" under that certain Declaration of Covenants and Restrictions of Sandhurst, recorded May 12, 1999 in Official Records 11103, Page 998, as re-recorded in Official Records 11186, Page 1196, all of the Public Records of Palm Beach County, Florida (as amended and supplemented from time to time, the "Declaration"). Unless otherwise defined herein, all initial capitalized terms used in this Amendment shall have the same definition and meaning given to such word or words in the Declaration.

B. Section 10 of the Declaration provides that the Declaration may be amended from time to time by Declarant, without the consent of the Association or any Owners.

C. Declarant now desires to make this Amendment to modify certain provisions of the Declaration, as set forth below.

NOW, THEREFORE, in consideration of Declarant's authority under the Declaration as hereinabove stated, the Declaration is hereby amended as follows:

1. Section 6.45 of the Declaration is hereby amended to read in its entirety as follows (with added text underlined and deleted text struck through):

6.45 Window Treatments: Hurricane Shutters. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 30 days after an OWNER or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Any and all hurricane shutters shall remain open unless and until a storm watch or storm warning affecting the SUBJECT PROPERTY is announced by the National Weather Center or other recognized weather forecaster. An OWNER or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her UNIT prior to departure by designating a responsible firm or individual to care for his or her UNIT should a hurricane threaten the UNIT or should the UNIT suffer hurricane damage.

Except as specifically amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

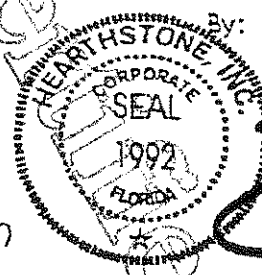
Witnessed by:

JOG PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership

By: MS/SEP #2, GP, L.C., a Florida limited liability company, General Partner:

By: Hearthstone, Inc., a California corporation, its Manager

[Handwritten signature]
Name: JAMES L. LARSON
[Handwritten signature]
Name: TERRY LILIAN



By: *[Handwritten signature]*
Name: JAMES T. GRIFFIN JR
Title: Senior Vice President

(Corporate Seal)

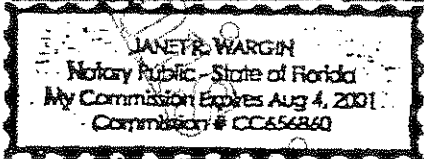
Address: 401 E. STARBUCK BLVD
FT. LAUDERDALE, FL
33301

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

STATE OF Florida

COUNTY OF Duval SS:

The foregoing instrument was acknowledged before me this 28 day of June, 2000 by JAMES D. GRIFFIN JR as SR. Vice President of Hearthstone, Inc., a California corporation, Manager of MS/SEP #2 GP, L.C., a Florida limited liability company, General Partner of JOG PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said corporation, limited liability company and the partnership. He/she is personally known to me or produced N/A as identification.



Janet Wargin
Name: _____

Notary Public, State of Florida
Commission No. _____

My commission expires:

August 4, 2001

Not a certified copy

Rate:

Jul-12-2000 10:01am 00-261354
ORB 11889 Pg 1155

Victor M. De Jure
Attorney at Law
550 Brickell Avenue, Suite 501
Miami, Florida 33131

This instrument prepared by, or under the supervision of (and after recording return to):

Gary A. Saul, Esq.
Greenberg Young, P.A.
1221 Brickell Avenue
Miami, FL 33131

Reserved for Clerk of Court

Palms Beach County
Public Records

AMENDMENT TO DECLARATION OF COVENANTS
AND
RESTRICTIONS OF SANDHURST

THIS AMENDMENT is made as of the ___ day of _____, 2000, by JOG PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant").

WITNESSETH:

A. Declarant is the "Declarant" under that certain Declaration of Covenants and Restrictions of Sandhurst, recorded May 12, 1999 in Official Records 11103, Page 998, as re-recorded in Official Records 11186, Page 1196, all of the Public Records of Palm Beach County, Florida (as amended and supplemented from time to time, the "Declaration"). Unless otherwise defined herein, all initial capitalized terms used in this Amendment shall have the same definition and meaning given to such word or words in the Declaration.

B. Section 10 of the Declaration provides that the Declaration may be amended from time to time by Declarant, without the consent of the Association or any Owners.

C. Declarant now desires to make this Amendment to modify certain provisions of the Declaration, as set forth below.

NOW, THEREFORE, in consideration of Declarant's authority under the Declaration as hereinabove stated, the Declaration is hereby amended as follows:

1. Section 6.45 of the Declaration is hereby amended to read in its entirety as follows (with added text underlined and deleted text struck through):

6.45 Window Treatments; Hurricane Shutters. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 30 days after an OWNER or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Any and all hurricane shutters shall remain open unless and until a storm watch or storm warning affecting the SUBJECT PROPERTY is announced by the National Weather Center or other recognized weather forecaster. An OWNER or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her UNIT prior to departure by designating a responsible firm or individual to care for his or her UNIT should a hurricane threaten the UNIT or should the UNIT suffer hurricane damage.

Except as specifically amended hereby, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

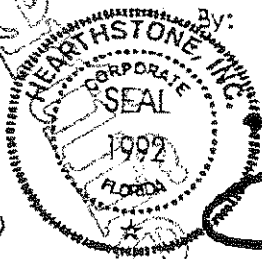
Witnessed by:

JOG PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership

By: MS/SEP #2 GP, L.C., a Florida limited liability company, General Partner

By: Hearthstone, Inc., a California corporation, its Manager

[Handwritten Signature]
Name: JAMES L. LUGARO, Jr
[Handwritten Signature]
Name: TERESA L. LUGARO



By: *[Handwritten Signature]*
Name: JAMES D. GRIFFIN, JR
Title: Senior Vice President

(Corporate Seal)

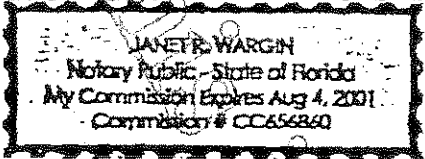
Address: 401 E. STANFORD BLVD
FT. LAUDERDALE, FL
33301

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

STATE OF Florida

COUNTY OF Orange SS:

The foregoing instrument was acknowledged before me this 28 day of June 2000 by JAMES D. GRIFFIN JR as SR. Vice President of Hearthstone, Inc., a California corporation, Manager of MS/SEP #2 GP, L.C., a Florida limited liability company, General Partner of JOG PALMS-PALM BEACH LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said corporation, limited liability company and the partnership. he is personally known to me or produced N/A as identification.



Janet D. Wargin
Name: _____

Notary Public, State of Florida
Commission No. _____

My commission expires:

August 4, 2001

Not a certified copy

