

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDATION RETURN TO:

ASSOCIATION LAW GROUP, P.L.  
1666 KENNEDY CAUSEWAY, SUITE 305  
NORTH BAY VILLAGE, FLORIDA 33141

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05/04/2012 08:13:57 AM Page 1 of 6  
Rec Fee: \$52.50  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: SOLOMON & FURSHMAN LLP



**CERTIFICATE OF SECOND AMENDMENT TO DECLARATION FOR  
SANDHILL PRESERVE**

**THE UNDERSIGNED CONSTITUTING THE PRESIDENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION HEREBY CERTIFIES THAT** the attached Second Amendment to Declaration for Sandhill Preserve (the "**Second Amendment**"), amending the Declaration for Sandhill Preserve (the "**Declaration**"), which Declaration was recorded in Official Records Book 7879, at Page 1196 of the Public Records of Orange County, Florida, and first amended in Official Records Book 7981, at Page 1577 of the Public Records of Orange County, Florida, was duly adopted by the approval of at least (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of the Sandhill Preserve at Arbor Meadows Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Association**"), at which there was a quorum.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 20 day of April, 2012.

WITNESSES:

**SANDHILL PRESERVE AT ARBOR  
MEADOWS HOMEOWNERS'  
ASSOCIATION, INC.**, a Florida not-for-profit  
corporation

Rebecca Berry  
Print Name: Rebecca Berry

By: [Signature]  
Name: Rafael Gomez Jr.  
Title: President, Director

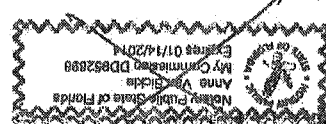
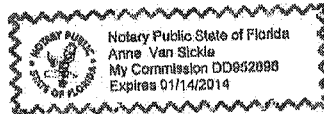
Jacqueline Santiago  
Print Name: Jacqueline Santiago

[SEAL]

The foregoing instrument was acknowledged before me this 20 day of April, 2012, by Rafael Gomez Jr., as President and Director of SANDHILL PRESERVE AT ARBOR MEADOWS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced FL Driver Lic as identification on behalf of the corporation.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Anne Van Sickle



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**SECOND AMENDMENT TO DECLARATION FOR SANDHILL PRESERVE**

THIS SECOND AMENDMENT TO DECLARATION FOR SANDHILL PRESERVE (this "Second Amendment") is made by Sandhill Preserve at Arbor Meadows Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association").

**RECITALS**

A. Landstar Development Corporation, a Florida corporation ("Developer") recorded that certain Declaration for Sandhill Preserve on March 18, 2005 in Official Records Book 7879, at Page 1196 of the Public Records of Orange County, Florida (the "Original Declaration"), respecting Sandhill Preserve at Arbor Meadows (the "Sandhill Preserve"). On May 23, 2005, Developer recorded that certain First Amendment to Declaration for Sandhill Preserve in Official Records Book 7981, at Page 1577 of the Public Records of Orange County, Florida (the "First Amendment"). The Original Declaration and the First Amendment shall hereinafter collectively be referred to as the "Declaration".

B. Pursuant to Section 5.4 of the Declaration, this Declaration may be amended with the approval of at least (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there was a quorum.

C. This Second Amendment was approved by (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

D. The Association hereby amends the Declaration as set forth herein.

NOW THEREFORE, Association hereby declares that every portion of Sandhill Preserve is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Leases. The following language is hereby added to the Declaration as Sections 12.28.1., 12.28.2., 12.28.3., 12.28.4., 12.28.5., and 12.28.6., respectively:

12.28.1. Rentals in General. There shall be no prohibitions or minimum time period imposed on the lease or rental of any Lot or Home. Any provisions herein prohibiting business operations shall not be construed to prohibit short-term rentals. All owners agree and accept that any Home in Sandhill Preserve could be rented daily or with longer terms. Notwithstanding anything herein to the contrary, and effective as to all leases and other possessory interests of at least three (3) months existing as of the date of recording of this Amendment to Declaration and for all Long-Term Rentals, as defined

hereafter, the following restrictions shall exist, and the Association shall have the specific right to enforce the following restrictions, upon those Owners and their tenants or occupants that lease or rent their Lots or Homes by way of leases or other possessory interests of at least three (3) months term (hereinafter referred to as "Long-Term Rental(s)");

12.28.2. Notification for Long-Term Rental(s). Prior to the execution of any lease or any other document transferring a possessory interest (other than ownership) in any Lot or Home for a Long-Term Rental (hereinafter collectively referred to as a "Transfer Documents"), the owner of said Home shall notify the Board. No prospective lease or other transfer of possessory interest (other than ownership) of a Long-Term Rental (hereinafter referred to as a "Transfer"), shall be permitted unless said Transfer and Transfer Documents are approved by the Board of Directors of the Association. The Board of Directors of the Association, or any agent thereof, shall have the absolute right to request and hold an interview with the prospective tenant(s) or occupant(s) prior to consideration of any approval of a Transfer. Any attempt to execute a Transfer of said Lot or Home without the approval of the Board shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no interest in the Lot or Home whatsoever upon the intended tenant(s), occupant(s) or lessee(s), (hereinafter referred to as the "Transferee").

12.28.3. Transfer Documents and Remedies. All Transfer Documents, and any lease or rental documents for rental periods less than three (3) months (hereinafter "Short-Term Rental(s)"), must contain a provision or addendum stating (or if not stated, shall be automatically deemed to provide) that the Transferee agrees to abide by all the terms and conditions of the Declaration, the By-Laws, the Community Standards, and any Rules and Regulations of the Association (the "Association Documents"), and that Association shall have the unilateral right to terminate the Long-Term Rental(s) and/or Transfer upon default by the Transferee in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Sandhill Preserve or administered by Association. All Transfer Documents, and any lease or rental documents for Short-Term Rentals, must also contain a provision or addendum stating (or if not stated, shall be automatically deemed to provide) that the Association has the right to enforce the Declaration, the Articles, the By-Laws, the Community Standards, and any Rules and Regulations of the Association against the Transferee(s), that the Association has standing to file eviction proceedings, and that the Association is entitled to obtain an order of eviction, in the event the Transferee(s) violate(s) the terms of the Declaration, the By-Laws, the Community Standards, and any Rules and Regulations of the Association. Additionally, the Association shall have the right to require any Owner effecting a Transfer (hereinafter, such Owner shall be referred to as a "Transferor"), or lease or rental agreement for a Short-Term Rental, to remove or evict any Transferee upon issuance of three (3) notices by the Association regarding any violation. Effective as of the date of recording of the Second Amendment to this Declaration, each Owner and/or Transferor hereby acknowledges and agrees that any and all Long-Term Rental(s), Short-Term Rentals, Transfers, and/or Transfer Documents entered into by such Transferor in connection with his or her Lot or Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association in the event such Transferor leasing his or her Lot or Home is past due in the payment of his or her assessments, which collateral assignment of rents and leases shall provide Association with the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from Transferee; and/or (ii) pursuing any and all legal remedies available against such Transferor and/ or such Transferor's Transferees, including, but not limited to actions for eviction. Transferors are responsible for providing their Transferees with copies of all such Association Documents or instruments at such Transferor's sole cost and expense.

12.28.4. Transfer Application and Costs and Fees. Should an Owner wish to effect a Transfer, the Transferor shall, before such Transfer, deliver to the Board a written notice of the proposed Transfer, including a correct and complete copy of the Transfer Documents which delineate all the terms and conditions thereof. With respect to such proposed Transfer, the Transferor shall also furnish the name and address of the Transferee, two bank references for the Transferee and three individual references for the Transferee – local, if possible, and such other information requested by the Board within five (5) days from receipt of such notice and proposed Transfer Documents. By providing the same Transfer Documents and required references to the Association, or any agent thereof, Transferor and Transferee thereby authorize the Association, or any agent thereof, to make any such investigation into the credit, employment, criminal

background, general reputation, character, personal characteristics, and mode of living of the Transferee as the Board, or any agent thereof, feels necessary (Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on Transferee). The Board, or any agent thereof, is authorized to waive any or all of the references aforementioned. Any and all costs and fees incurred or to be incurred by the Association in reviewing a proposed Transfer shall be borne by the Transferor, and shall be paid by the Transferor prior to any consideration of said Transfer by the Association. The Transferor shall pay the application fee prescribed by the Association. The application fee shall be seventy-five (\$75.00) and may be increased or decreased from time to time by the Board without amendment to the Declaration. Such application fee may be waived on a year-to-year basis by the Board without amendment to the Declaration.

The maximum number of Transferee occupants in any Home, including overnight guests, for both Long-Term Rentals and Short-Term Rentals, shall be as follows: (1) in the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted; (2) in the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted; (3) in the event the Home contains four (4) or more bedrooms, no more than eight (8) persons shall be permitted. During such time as a Home is leased or rented, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home or Lot.

From and after the date of recordation of the Second Amendment to the Declaration, each Transferor shall collect from their respective Transferee and remit to the Association, a security deposit in the amount of One Hundred Dollars (\$100.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Transferee(s). The Association shall be entitled to apply the deposit to any Transferee obligations in connection with the Home, Common Areas, or otherwise described in this Declaration; provided, that, the Transferee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Transferor upon termination of the Transfer term after the Association receives notice of such termination. In the event that the Transferor does not comply with this Section, the Association may charge the deposit to the Transferor as an Individual Assessment. Notwithstanding anything to the contrary herein, the Transfer of a Home to a Transferee and the collection of the deposit referred to herein from Transferor shall not reduce or abate any Transferor's obligations pursuant to this Declaration, or give any Transferor the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

12.28.5. Board Approval of Transfer. The Board of Directors of the Association, within thirty (30) days after receiving such notice and proposed Transfer Documents from a Transferor and such supplemental information, interviews, and costs and fees as are required by the Board, shall either: (1) consent to the Transfer specified in said notice and proposed Transfer Document; or (2) object to and/or disapprove of the Transfer. However, the Association shall not unreasonably withhold its consent to the prospective Transfer. After thirty (30) from the date the Transferor gives his notice and proposed Transfer Documents to the Board, the Board shall be deemed to have consented to and approved of the Transfer specified in the Transferor's notice and Transfer Documents if and only if the Board failed to object to or disapprove of the proposed Transfer. The Association shall have the right to use as grounds for disapproval of any Transfer, including, without limitation, any one or more of the following: (1) the Transferor is delinquent in the payment of Assessments at the time the application is considered; (2) The Transferor has a history of leasing his or her Home without obtaining the Association's approval; (3) the Transferor has a history of refusing to control or accept responsibility for the Transferee's occupancy of his or her Home; (4) the real estate company or agent handling the Transfer on behalf of the Transferor has a history of screening Transferee applicants inadequately or recommending undesirable Transferees; (5) the application on its face indicates that the prospective Transferee(s) intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Association Documents; (6) the prospective Transferee has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual offender or sexual predator; (7) the prospective Transferee has a history of conduct which evidences disregard for the property of others and the rights of others to the peaceful enjoyment of their Homes; (8) the prospective Transferee evidences a strong probability of financial inability to pay rent and other financial obligations under the Transfer; (9) the Transferee, during previous occupancy in

Sandhill Preserve, has failed to comply with the Association Documents; (10) the prospective Transferee gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the Transfer; (11) the prospective Transferee and/or Transferor of the Home fails to pay the security deposit; and (12) the Transferor fails to give proper notice of his or her intention to effect Transfer of the Home to the Board.

12.28.6. Miscellaneous. The sub-leasing or sub-renting of a Lot or Home shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of Transfer Documents be used for any Transfer. After approval, as herein set forth, entire Lots or Homes may be transferred by way of Long-Term Rental, provided the occupancy is only by the Transferee, his or her family and guests. No individual rooms may be rented. At the Board's discretion, the rights, duties and obligations of the Board under Section 12.28 may be delegated to the Association's manager, management company or a committee of the Association selected by the Board.

In no event shall occupancy of a transferred Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Transferor shall be jointly and severally liable with the Transferee to Association for all costs incurred by Association for the repair of any damage to Common Properties or to pay any claim for injury or damage to property caused by Transferee. Association shall repair any such damage and the cost of such repair shall be invoiced as an individual assessment to the Transferor.

The restrictions set forth herein regarding leasing and occupancy of a Lot or Home are established for the express purpose of protecting the value and desirability of the Homes and Sandhill Preserve overall as a residential community. Accordingly, the Association is attempting through this restriction to preserve the residential ambience of Sandhill Preserve by prohibiting occupancy and use of Lots or Homes by multiple unrelated individuals who do not own the Home. It is the experience of the Association that such occupancy of Homes by multiple unrelated individuals, particularly on a relatively short term basis by leasing, generally increases the number of persons and vehicles traveling to and from, and parking at, Homes, and also increases the potential for noises and other disturbances within Sandhill Preserve. It is expressly not the intention of the Association in imposing this restriction on leasing and occupancy of Homes to discriminate against any persons in any manner based on race, color, national origin, sex, handicap, familial status or religion.

5. Covenant. This Second Amendment shall be a covenant running with the land.

[SIGNATURES AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being Association under the Declaration, has hercunto set its hand and seal this 20 day of April, 2012.

WITNESSES:

SANDHILL PRESERVE AT ARBOR  
MEADOWS HOMEOWNERS' ASSOCIATION,  
INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Rebecca Brax

[Signature]  
Print Name: Jacqueline Santiago

By: [Signature]  
Name: Pablo Gomez Jr.  
Title: President

[SEAL]

STATE OF FLORIDA )  
  ) SS.:  
COUNTY OF Escala )

The foregoing instrument was acknowledged before me this 20 day of April, 2012, by Pablo Gomez Jr. as President of SANDHILL PRESERVE AT ARBOR MEADOWS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced FL DRIVER LIC as identification on behalf of the company.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Anne Van Sickle

