

This instrument was prepared by:
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(W-C112)

CFN 20040538477 OR BK 17540 PG 0223 RECORDED 09/20/2004 09:23:38 Palm Beach County, Florida Dorothy H Wilken, Clerk of Court

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR LA RESIDENCE, A CONDOMINIUM

WHEREAS the Declaration of Condominium for La Residence, A Condominium, has been duly edorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3551, at Rage 1583; and

WHEREAS, at a duly called and noticed meeting of the membership of La Residence of Boca Del Mar Condominium Association, Inc., a Florida not-for-profit corporation, held on 134 /3 , 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration is a true and correct copy of the amendments as amended by the membership:

DECLARATION OF CONDOMINIUM OF LA RESIDENCE, A CONDOMINIUM

(Additions shown by "underlining", deletions shown by "strikeout")

1. Amendment to Article XI(d) as follows

d) Leasing Or Renting. A Condominium Unit shall not be leased or rented for a period of thirty-six (36) consecutive months subsequent to any transfer or conveyance of any ownership interest of such Condominium Unit except for transfers to a trust or life estate for the estate planning purposes of the Unit Owner in which the occupants of the Unit shall remain the same, and excepting any Unit conveyed or transferred to the Association, or conveyed or transferred to a mortgage as a result of foreclosure of the mortgage is mortgage or deed in lieu of foreclosure of such mortgage. In the event a Condominium Unit is subject to a lease at the time of transfer or conveyance, such lease shall terminate or expire within twelve (12) months and subsequent to such expiration or termination the Condominium Unit shall not be leased or rented for the next thirty-six (36) consecutive months. Except as etherwise provided above. The the Owner of any Condominium Unit is permitted to lease his Unit, except that any such lease shall not relieve the Unit Owner of his obligations as provided in the Condominium Documents. The lessee must be approved by the Condominium Association and all such lessees must execute those documents which the Association may reasonably require in order to insure that the rights of other Unit Owners shall not be derogated during the terms of their tenancy. Any Owner leasing or renting his Unit shall promptly notify the Board of Directors of the names of the persons to be occupying said Condominium Unit. Only entire Condominium Units may be leased and no translent tenants may be accommodated.

## 2. Amendment to Article XII(a)(2) as follows:

a) Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the Units, the transfer of Units by any Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the apartment Building in useful condition exists upon the land, which provisions each Owner covenants to observe:

\* \* \*

| WITNESS my signature hereto this <u>/37//</u> day of <u>Sep Rembern</u> , 2004, at Boca Raton, Raim Beach County, Florida.  |
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| Raton, Raim Beach County, Florida.  |
| Raton, Raim Beach County, Florida.  |
| Raton, Raim Beach County, Florida.  |
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| ( )   |
| LA RESIDENCE OF BOCA DEL MAR CONDOMNIUM ASSOCIATION, INC.   |
| (Y) 1/2(D) - (M) (VIII) HADA  |
| ela . Pstarie By: W Atti  |
| Witness   |
| ADAIVAZONOZ   |
| (PRINT NAME)  |
| Attest: Sandia Toberton   |
| Witness Secretary   |
| 1. Cooleany   |
| Klay Wolfe (C)  |
| (PRINT NAME)  |
| · (S)   |
| STATE OF FLORIDA : (5)  |
|   |
| COUNTY OF PALM BEACH:   |
| The foregoing instrument was acknowledged before me this 13 day of Settenber 2004,  |
| a mark a Managar Caman San San San San San San San San San S  |
| PRESIDENT (and SECRETARY), as   |
| respectively, of La Residence of Boca Del Mar Condominium Association, Inc., a Florida  |
| respectively, of La Residence of Boca Del Mar Consominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me. |
| or have produced as identification and did  |
| take an oath.   |
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| David Parties (C)   |
| Anald 6-tate (Signature)  |
| Drud 6 title (Signature)  |
| Donald 6-title (Signature)  Donald E. Estes (Print Name)  Donald Edward Estes My commission of DD 107483 EXPIRES: June 12, 2005   |
| Donald E-tats (Signature)  Donald E-tats (Print Name)  Donald Edward Estes My commission # DD 027483 EXPIRES: June 12, 2005 1-400-HITTARY FL NOWLY Service & Bording, Inc.        |
| 1-200-NOTIARY FL Notary Service & Scroding, Inc.  |
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| 1-200-NOTIARY FL Notary Service & Scroding, Inc.  |