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# CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SIERRA DEL MAR (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 3002, AT PAGE 1285 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Amendment to Article XIII, Section 18 of the Declaration of Covenants, Conditions and Restrictions for Sierra Del Mar was duly adopted in the manner provided in Article XIV, Section 3 of the Declaration, that is, by the affirmative majority vote of all of the Owners of Sierra Del Mar, as recorded in the books and records of the corporation.

IN WITNESS WHEREOF, this document has been executed this 20th-day of November, 2001.

SIERRA DEL MAR PROPERTY OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

PHN D. NICEWONGER, PRESIDENT

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 201 day of 2001, by JOHN D. NICEWONGER, President, of Sierra Del Mar Property Owners Association, Inc., who is personally known to me or who has produced as identification and who did (did not) take an oath.

PHBLP J. CROYLE Notary Public - State of Horida My Commission Expires Jun 14, 2002 Commission # CC751087

Notary Public

## AMENDMENT TO ARTICLE XIII OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA DEL MAR

Words <u>underlined</u> denote additions. Words stricken denote deletions.

### ARTICLE XIII

### PROHIBITED USES

[Other than the following, no other amendments of any kind are made to ARTICLE XIII.]

Section 18. No dwelling may be rented or leased to any person except upon the following terms or conditions:

- (a) The lease must be a written lease having a term of not less than six (6) months.
- (b) The lease must incorporate by reference these covenants and restrictions and specifically provide that the lessee must abide by the terms and conditions hereof.
- (c) No lease shall be effective prior to approval thereof by the Board of Directors of the Association.
- (d) All homeowners must reside in their swellings for a period of twelve (12) months before renting or leasing to any person(s). Homeowners who reside at Sierra Del Mar and wish to purchase additional units for rental purposes are excluded but will be responsible for their tenant's actions.
- (e) The Board of Directors shall require a \$1,000 refundable security deposit, charged to each homeowner who rents their unit (Lessor). Upon vacating said property, the Board after a visual check of the common property, shall refund the \$1,000 to the Lessor, if said common property is found to be in satisfactory condition. The liability of the homeowner shall continue notwithstanding the fact that the homeowner may have leased or rented said lot as provided herein.

