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 Palm Beach County, Florida  
 Joseph Abruzzo, Clerk  
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THIS INSTRUMENT WAS PREPARED BY:  
 KAYE BENDER REMBAUM, P.L.  
 ATTN: EMILY E. GANNON, ESQ.  
 1200 PARK CENTRAL BOULEVARD SOUTH  
 POMPANO BEACH, FLORIDA 33064

**CERTIFICATE OF AMENDMENT  
 TO THE DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 SIERRA PALMS**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Conditions and Restrictions for Sierra Palms as described in Official Records Book 15864 at Page 1705 of the Public Records of Palm Beach County, Florida were duly adopted by written consent in accordance with the provisions of Section 617.0701(4)(a), Florida Statutes, and the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of June, 2021, at \_\_\_\_\_, Palm Beach County, Florida.

**WITNESS 1:**

**Sierra Palms Homeowners' Association, Inc.**

[Signature]  
 (Sign)  
Cherie Louisville  
 (Print)

By: Sharon Tsengoules, President  
 Print: SHARON TSENGOULES

**WITNESS 2:**

Attest: [Signature], Secretary  
 Print: Luis Helmig

[Signature]  
 (Sign)  
Julie Franzer  
 (Print)

STATE OF FLORIDA  
 COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 28 day of JUNE, 2021 by Sharon Tsengoules as President and Luis Helmig as Secretary for Sierra Palms Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

My Commission Expires:

BY: [Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA  
 AT LARGE



TAMMY E. GRIFFIN  
 Printed Name of Notary Public

AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SIERRA PALMS

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

ARTICLE III. USE AND CONDUCT

. . .

3.1. General. In addition to the initial Use Restrictions set forth in Exhibit "C" which may be modified as provided herein. The Lots shall be subject to the following. The restrictions set forth in this Section may be amended only in accordance with Article XX and other applicable provisions of this Declaration.

. . .

(b) Conveyances - In order to secure a community of congenial and financially responsible residents and for the protection of the value of the Lots, the sale, transfer, lease, gift, or other conveyance of a Lot by any Owner shall be subject to the following provisions:

(I) Sale, Leases and Other Transfers. Except as provided herein, no Owner may dispose of a Lot or any interest therein by sale, lease or other transfer of title, which includes, but is not limited to, a transfer via Quit-Claim Deed, a devise, or an inheritance without the prior written approval of the Association. The approval of the Association shall be obtained as follows:

(II) Notice to Association:

(A) An Owner intending to make a bona fide sale, lease or other transfer of title of his or her Lot or any interest therein, shall provide notice to the Association of such intention, together with an application containing the name and address of the proposed purchaser, lessee or grantee and such other information as the Association may require, as defined by the Board from time to time, which may include a background investigation and personal interview with the prospective purchaser, lessee or grantee at the discretion of the Board. All individuals intending to permanently reside on the Lot with the prospective Owner(s), lessee(s), grantee(s) or designee(s) of the Lot at the time the original application for sale, lease or conveyance is submitted to the Association in accordance with this Article, must also be listed on the

application and approved by the Board. In addition, the Board may require the payment of an application fee in such amount as may be determined by the Board, from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time. If the Board requires an application fee and/or an interview, no application shall be considered complete without the payment of the application fee and/or the interview, if required, as well as the delivery of such other information as may be required by the Board. The Board may promulgate additional rules from time to time regarding restrictions pertaining to the sale, lease or other transfers of Lots.

(B) Trusts. If the purchaser, lessee or grantee is a trust, the approval may be conditioned upon the submission of the executed trust documents and approval of the trustee and/or those individuals who will be the occupants of the Lot. Any subsequent changes to the trust documents relative to the trustee or beneficiary of a trust or concerning the individuals who will be occupying the Lot owned or leased by a trust after the initial approval, are also subject to the prior written approval of the Board as provided hereunder.

(III) Election of Association:

(A) Sale. Within thirty (30) days after receipt of the notice of a prospective sale, completed application, and all such other information as the Association may require, unless the transaction is disapproved for cause as set forth hereunder, the Board must approve the transaction or furnish a purchaser approved by the Board (which may be the Association), who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of the approval within which to close the transaction unless some other time is agreed to by the parties. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, completed application, and any required supplemental information, the seller shall be free to sell his or her Lot to the proposed purchaser, and the Association shall provide the original proposed purchaser of the sale with an approval.

(B) Leases.

(i) Within thirty (30) days after receipt of notice of a prospective lease, completed application and other supplemental information required by the Board, the Board must approve or disapprove the transaction. If the Board disapproves a proposed lease, the lease shall not be made. Any lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board.

(ii) Renewal of Leases. The renewal of any lease of a Lot, including the renewal of leases in existence at the time of the effective date of this amendment, shall be considered to be a new lease subject to the terms of this Section, and all other provisions of this Declaration in effect at the time of such renewal. Notwithstanding the above, the renewal of a lease shall not be subject to an application fee unless such renewal includes any new occupants.

(iii) No Owner may lease his or her Lot during a period of twelve (12) months following acquisition of title to the Lot after the effective date of this amendment. In the event that title to a Lot is conveyed which is the subject of a previously

approved lease, that lease may continue for the duration of the approved term. At the conclusion of the lease, the Lot may not be leased for a period of twelve (12) months from that point in time. The foregoing provisions of this paragraph shall not apply to the Lot owned by the Association.

(C) Other Transfers. If the notice is of an intended gift or other transfer of title, within thirty (30) days after receipt of notice, completed application and other supplemental information required by the Association, the Board must either approve or disapprove the prospective recipient of title. Any attempted transfer of title to a party not approved by the Board shall be void. If the prospective recipient of title is disapproved, the Board shall deliver or mail to the Owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Association, and obligating the purchaser to buy the Lot and improvements therein upon the terms hereafter stated. The Owner shall be obligated to sell the Lot to the purchaser upon the following terms:

(i) The sale price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) M.A.I. and/or S.R.A. Appraisers, one (1) appointed by seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the Lot. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.

(ii) The purchase price shall be paid in cash or upon the terms approved by the seller.

(iii) The sale shall be closed within thirty (30) days following the determination of the sale price or at such other time as is agreed upon by the parties.

(iv) If the Association fails to provide a purchaser in the manner provided, or if a purchaser furnished by the Association defaults in his or her agreement to purchase, then, notwithstanding the disapproval, the ownership shall be deemed to have been approved.

(D) Good Cause for Disapproval. Notwithstanding anything to the contrary contained in this Declaration, the Board may disapprove a proposed sale or transfer of a Lot on the presence of any good cause factor set forth in the Declaration and/or rules for such disapproval. The Board may adopt rule identifying additional criteria that it may consider as constituting good cause for disapproving a proposed sale or transfer of a Lot. The Board shall make the determination as to whether any one factor alone or together with other factors provides sufficient basis to disapprove an applicant. Except to the extent required by law, the Board is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed purchaser who will accept the same terms as originally stated in the notice to the Association:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has pled guilty to any such felonies. In determining whether to disapprove a sale or transfer based on this factor, the Board shall consider the nature, severity and recency of the applicant's criminal conduct, which is the subject of the conviction or guilty plea, as well as any rehabilitation efforts, on a case-by-case basis;

(ii) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association, or has a credit score below the minimum threshold established by the Board, from time to time;

(iii) The application for approval provides information which, on its face, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions of the Community. By way of example, but not limitation, an Owner allowing an applicant to take possession of the Lot prior to approval by the Board as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

(iv) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(v) The Owner requesting the approval has had fines levied against him or her which have not been paid; or

(vi) All assessments and other charges against the Lot have not been paid in full.

(vii) Economic Criteria. So as to ensure the availability of sufficient funds for the operation and management of the Association, economic criteria shall be a factor in whether an applicant qualifies for ownership or residency. From time to time, the Board may establish economic criteria of all applicants for what will be reasonably designed to address the financial capability of a prospective applicant to meet his/her financial obligations to the Association. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for disapproving the applicant(s) as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

(E) The Board may adopt by rule criteria that it may consider as constituting good cause for disapproving a proposed lease. However, except to the extent required by law, the Board is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed lessee who will accept the same terms as originally stated in the notice to the Association.

(IV) Exceptions:

(A) A transfer to or purchase by an institutional lender, including a bank, life insurance company, or savings and loan Association, that acquires title as a result of owning a mortgage on the Lot concerned, whether the title is acquired by deed from the mortgagor, the mortgagor's successor or assigns, or through foreclosure proceedings. Any sale, lease or transfer by such purchaser shall be subject to the notification requirements and the prior written approval of the Board as provided in the foregoing provisions.

(B) A transfer to a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale. Any sale, lease, or transfer by such purchaser shall be subject to the notification requirements and the prior written approval of the Board as provided in the foregoing provisions.

(C) Lots owned by the Association, regardless of how the Association acquired title to the Lot(s).

(V) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. The improvements on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased): provided, a detached "in-law-suite" or "guest-house", the construction of which was approved pursuant to Article IV, maybe independently leased.

All leases shall be in writing and have a term of ~~at least six~~ twelve (12) months, ~~except with the Board's prior written consent.~~ No Owner may rent all or a portion of a Lot more than twice in any 12 month period, even if a tenant defaults on a lease or abandons the Lot before the expiration of the lease term. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by the Declarant, its Affiliates, or Persons Declarant approves, in connection with their development, construction or sale of property in the Community.

All leases shall include an acknowledgement by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to the execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

Each lease shall set forth the name, address, and telephone number of the Lot's Owner and of the tenant; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Lot.

If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.

Within 10 days of a lease being signed for a Lot, the Owner shall notify the Board or the Association's managing agent of the lease and provide a copy of such lease and such additional information the Board and/or the Association's Managing Agent may responsibly require. ~~An Owner proposing to lease a Lot may obscure the rental and deposit amounts in the copy of the proposed lease submitted to the Board so long as the lease contains the information listed above.~~ In addition to this subsection (b), the Board may, from time to time, adopt reasonable rules regulating leasing and subleasing.

3.2 AMENDMENT OF USE RESTRICTIONS.

(e) Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C", the Association's actions with respect to Use Restrictions must comply with the following:

~~(iv) — Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may impose restrictions on leasing, in addition to those set forth in this Article, and may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot.~~