

**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
SIERRA OAKS WEST HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIERRA OAKS WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter known as "Association").

RECITALS

That certain Declaration of Covenants and Restrictions for Sierra Oaks West was recorded in Official Records Book 12453, at Page 84 of the Public Records of Duval County, Florida (hereinafter known as "Declaration").

Article XIII, Section 13.5 of the Declaration provides that the Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer.

Of the total of thirty-four (34) votes of the Association, not less than twenty-two (22) approved this Amendment, as evidenced by the joinders of such Owners attached hereto and incorporated herein by this reference.

The Certificate of Amendment attached hereto as "Schedule A", certifies that the Owners of not less than two-thirds (2/3) of the total votes of the Association approve and adopt this Amendment as provided herein.

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

Words in the text of this document that are lined through (----) indicate deletions from the present text; words in the text of this document that are (underlined) indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
2. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this 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. Article X, Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ~~Developer~~ ARB (Architectural Review Board).
4. Article X, Section 10.6 **Garage Construction.** ~~All garages shall be attached to the dwelling and be side entry. All garages shall be side or rear entrances only. Garage doors may not be seen from the Right of Way. Detached Garages may be allowed to the rear of the dwelling, provided that the designs and locations have been approved by the ARB (Architectural Review Board) prior to construction. Detached garages must comply with set back standards as outlined in Article X, Section 10.4.~~
5. Article X, Section 10.13 **Mailboxes.** Structural concrete, brick, wood or steel mailboxes are allowed. All mailboxes shall comply with standards as set forth by the U.S. Postal Service and used only for the curbside delivery of mail. No mailbox ~~of or~~ paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any ~~lot~~ Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB. ~~The approved standard mailbox design for individual mail delivery is attached as Exhibit "F". Cluster mailboxes supplied by the U.S. Postal Service may be used in the delivery of mail upon approval of the ARB.~~
6. Article X, Section 10.15 **Fences.** ~~Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, there~~ There shall be no installation of any fence, wall, hedge, structure or planting or other obstruction in such a manner as to significantly impede vision of drivers between a height ~~of~~ two and one-half (2 ½) feet and fifteen (15) feet above street level shall be erected, placed or maintained within the triangular area formed by the intersecting street lines and straight line joining the street lines at points of intersection measured along the street lines, in order to comply with the requirements for visual clearance for safety. No fence, wall or other barrier shall be constructed across, on, or over any easements or undisturbed upland buffer areas located on the ~~lot~~ Lot or lot ~~Lot~~ line. Fences must be constructed in such a manner, as to not impede the natural flow of water.

The Approved fencing requirements is a maximum six (6) foot high opaque fence will be allowed in the rear and rear/side yards, excluding easement and buffer areas. No chain link fence or similar wire fencing shall be allowed. Opaque fencing shall mean, wood, brick columns with wrought iron cross bars or PVC. All materials used for fencing must be approved by the ARB. Front yard fencing will not be allowed. Fences that are installed on a corner Lot shall comply with the provisions regarding corner visual clearance.
7. Article X, Section 10 **Motor Vehicles and Boats.** No Boats, campers, trailers or inoperable vehicles will ~~be~~ allowed to be stored in the front yard or driveway on any ~~lot~~ Lot. Boats, recreation vehicles and other motor vehicles may be stored on Lots provided they are stored in a garage or stored in the rear of the Lot ~~totally screened from public view by a fence approved by the ARB behind a fence and or other structures as approved by the ARB.~~ No maintenance or repair shall be performed upon any boat, recreation vehicle or other motor vehicle upon any Lot, ~~except within a building, or otherwise totally screened from public view.~~

8. This Amendment shall be a covenant running with the land, shall run perpetually and shall be binding upon all Owners within the Property and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th day of January, 2009.

Adam Barbara
Printed Name Adam Barbara

Lot # 1

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th day of January, 2009.

Leonard D Paulson
Printed Name LEONARD D Paulson

Lot # 4

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th day of January, 2009.

Amber Langdon
Printed Name Amber Langdon

Lot # 7

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th day of January, 2009.

Donna Stinnett
Printed Name Donna Stinnett

Lot # 9

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th day of January, 2009.

Harriet Jenkins
Printed Name HARRIET JENKINS

Lot # 10

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

George Newman
Printed Name

Lot # 13

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Bobbie Griffin
Printed Name

Lot # 1/13/08
Lot

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Maia Pullian 1-13-09
Printed Name

Lot # 16
1-13-09

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Robert Bernard
Printed Name

Lot # 17

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Teresa L. Wilson
Printed Name

Lot # 18

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Laurie Kirkland
Printed Name

Lot # 19

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Troy Stovall
Printed Name

Lot # 20

X
X
IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Maria Will
Printed Name

Lot # 22

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X AARON SCHULTEN
X [Signature]
Printed Name

Lot # .

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Evelyn Smothers
X Evelyn Smothers
Printed Name

Lot # X 24

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Melvin L. Jones

X Melvin L. Jones
Printed Name

Lot # 26

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Chelsea Kinslow

X Chelsea Kinslow
Printed Name

Lot # X

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Camelia Iulita

Printed Name

Lot # X 29

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X ROGER J. HALLER

X Roger J. Haller
Printed Name

Lot # _____

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X TORRELL TARA FERNANDEZ

X Torrell Tara Fernandez
Printed Name

Lot # 32

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X Rodney Caldwell

X Rodney Caldwell
Printed Name

Lot # X 33

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

X GEORGE MARTIN

X George Martin
Printed Name

Lot # X 34

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Patricia L. Griffin

Patricia L. Griffin
Printed Name

Lot # 2

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

Printed Name

Lot # _____

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 13th
day of January, 2009.

WITNESS:

Sierra Oaks West Homeowners
Association, Inc., a Florida
corporation not for profit

Print Name: _____

By: RGF

Ross Griffin
President

Date: 13 Nov 09

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of January, 2009, by Ross Griffin, as President of Sierra Oaks West Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me and did produce a Florida Drivers License as identification. I certify that this Amendment did pass with at least 2/3 majority member acceptance.

TERRIE L. ENSELL
Notary Public, State of Florida
My comm. exp. Aug. 3, 2009
Comm. No. DD 457770

SEAL

Notary: Terrie L. Ensell

Print Name: Terrie L. Ensell

My Commission Expires: Aug. 3, 2009