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Palm Beach County, Florida  
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Record and Return to:  
Evan R. Bachove, Esquire  
FIELDS & BACHOVE, PLLC  
4440 PGA Boulevard, Suite 308  
Palm Beach Gardens, FL 33410

## CERTIFICATE OF AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SUMMERWINDS OF JUPITER

WHEREAS, the Declaration of Restrictions for Summerwinds of Jupiter was recorded in Official Records Book 4559, Page 1918, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, the Declaration is hereby further amended as follows (*additions to prior language are reflected by underlining, and deletions of prior language are struck through*):

1. Section 2 of Article VI of the Declaration, concerning **Maintenance Obligation of Association**, shall be amended to read in its entirety as follows:

"Section 2. Units. The Association shall at all times maintain the finished exterior surfaces of all dwellings and other exterior improvements on each Unit as originally constructed by the Developer, including the exterior surfaces of the walls, roof, and fences, but specifically excluding all windows and screening. This maintenance obligation pertains only to the exterior surfaces, and the Association shall only be responsible for routine maintenance of the front fence surrounding each Unit Owner courtyard at the Unit Owner's as an association expense, limited to cleaning no more than two (2) times per calendar year. The Owner shall continue to be responsible for anything other than routine cleaning of the front fence and the Owner is responsible for maintaining, repairing and/or replacing all other fences on his/her property, including the rear fences. The Architectural Control Committee shall adopt regulations for maintenance, improvement and replacement of same. ~~Under the regulations, a unit owner may make limited repairs and cosmetic improvements to the fence. However,~~ Prior to any Unit owner making any repairs or improvements to the fence, the Unit owner shall first be required to obtain Architectural Control Committee approval. Any maintenance repairs or replacement of improvements under the exterior surface is the obligation of the Owner thereof, provided, however, as to the roof, the Association is responsible for the maintenance, replacement and repair of the shingles and paper (or the like) which are above the plywood sheathing (or the like) of said roof. The Association shall be responsible for routine cleaning of the roof gutters, limited to no more than two (2) times per calendar year. The Owner shall continue to be responsible

for anything other than routine cleaning of the roof gutters and the Owner is responsible for the maintenance, repair and/or replacement of the super gutters attached to the screen enclosure. The Association shall also maintain, repair and/or replace all landscaping in the common areas upon the Unit which is outside the fenced in privacy areas of each dwelling. Each owner shall maintain, repair and/or replace any landscaping inside the privacy areas and any shrubs or other plants in the gardens surrounding the Owner's Unit."

2. Sections 3, 7 and 8 of Article XV of the Declaration, concerning **Insurance**, shall be amended to read in their entirety as follows:

~~"Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards, as defined by the Federal Emergency Management Agency, the Unit Owner shall~~ The Association, by and through the Board of Directors, may obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under National Flood Insurance Program for all buildings and other Insurance Property within any portion of the Common Area located within a designated flood hazard area; or (ii) up to one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 7. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners as required in Section 1 ~~and Section 3~~ and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Owners' Responsibility. Each Owner shall maintain insurance coverage for those items listed in Section 1 ~~and Section 3~~. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution."

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended are hereby reaffirmed.

It is hereby certified that the foregoing Amendment to Declaration of Restrictions for Summerwinds of Jupiter, was approved in writing by Owners entitled to vote a majority of all votes of the Association, pursuant to Article XIII, Section 3, of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Amendment to Declaration this 12 day of September, 2018.

**SUMMERWINDS OF JUPITER  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida Not-for-Profit Corporation

Witnesses:

Lisa Ann Johnson  
(signature)  
Lisa Ann Johnson  
(printed name)

James Micco  
(signature)  
JAMES MICCO  
(printed name)

By: [Signature]  
Kimberlee Micco President

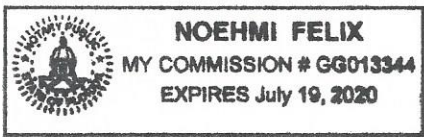
Lisa Ann Johnson  
(signature)  
Lisa Ann Johnson  
(printed name)

James Micco  
(signature)  
JAMES MICCO  
(printed name)

Attest: Pamela C. Lauderbach  
Pamela C. Lauderbach Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of September, 2018, by kimberlee micco as President, and Pamela Lauderbach as Secretary, respectively, of SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced driver license as identification and who did take an oath.



(Notary Seal)

[Signature]  
Notary Public  
State of Florida  
My Commission Expires: July 19, 2020