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SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF SUMMERWINDS OF JUPITER

WHEREAS, the Declaration of Restrictions for Summerwinds of Jupiter (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 4559, Page 1943, of the Public Records of Palm Beach County, Florida, and subsequently amended five times;

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

NOW THEREFORE, the Declaration is hereby further amended as follows (insertions are underlined, and deletions are ~~struck through~~):

1. Section 2(b) of Article XVI, concerning **Lease**, shall be amended to read as follows:

"(b) Lease. No owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. A Unit shall not be leased more than twice during any calendar year. A Unit may not be leased during the first year after a purchaser closes on the purchase of the Unit. Leases shall only be permitted for a one (1) year term, upon advance Board approval. If the Owner/Tenant desire to renew the lease, they must reapply in advance of the proposed renewal by resubmitting all required documentation and fees. No subleasing is permitted. If an Owner is in arrears to the Association for the payment of assessments or other amounts due the Association, upon notice by the Association to any tenant in such Unit, all rents shall be paid to the Association until such arrears are brought current. Every lease shall include a provision specifying the Association's rights to receive such rents from the tenant. The Unit Owner must register the proposed lessee with the Association's Board of Directors. This shall be accomplished by completing a rental application and agreement in a form adopted and approved by the Board of Directors. The form and agreement and executed copy of the proposed lease shall be filed with the Secretary of the Association and shall be modified and updated to reflect any change in the leasing of any unit in the Association. With each application for approval of a lease, the proposed lessee shall deposit with the Association a non-refundable application processing fee in such reasonable amount as may be set by the Board."

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 Sixth Amendment to Declaration of Restrictions of 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 Sixth Amendment to Declaration this 22nd day of March, 2011.

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

Witnesses:

Cynthia Denton
(signature)
Cynthia Denton
(printed name)

By: Andrew J. McLaughlin
Andrew J. McLaughlin President

Stephanie K. Brom
(signature)
Stephanie K. Brom
(printed name)

Cynthia Denton
(signature)
Cynthia K Denton
(printed name)

Attest: Virginia Spencer
VIRGINIA SPENCER, Secretary

Stephanie K. Brom
(signature)
Stephanie K. Brom
(printed name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of March, 2011, by Andrew McLaughlin, as President, and Virginia Spencer, as Secretary, respectively, of SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced FLDL as identification and who did take an oath.



(Notary Seal)

[Signature]
Notary Public
State of Florida
My Commission Expires: 1/24/15