



CFN 20070477292
OR BK 22184 PG 0489
RECORDED 10/15/2007 15:06:45
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0489 - 491; (3pgs)

This is a Certified Copy

**FIFTH 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 four 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 of the Declaration of Restrictions, 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. 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. ~~no refundable sum of \$50.00 with the Association.~~"

2. The following subsections of Article XVI, Section 3(a) shall be amended to read in their entirety as follows:

"(2) Lease. An Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information (which may include a complete financial and/or criminal background report) concerning the intended lessee as the Association may require on forms provided for that purpose by the Association. ~~Such notice, at the Owner's option,~~

~~may include a demand by the Owner that the Association furnish a lessee for the Unit if the proposed lessee is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed lease.~~

~~(4) Failure To Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval."~~

3. The following subsections of Article XVI, Section 4, shall be amended to read in their entirety as follows:

"Section 4. Disapproval By Association. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

a) ~~No Request For Substitute. If a~~ the proposed sale transaction is not approved and the Owner has made no demand for providing a substitute purchaser ~~or lessee~~, the Association shall deliver a certificate of disapproval and the transaction shall not be consummated.

b) ~~Sale or Lease - Request For Substitute. If the proposed sale~~ transaction is not approved ~~and~~ the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Owner a bona fide agreement to purchase ~~or rent~~ the Unit by a purchaser ~~or lessee~~ approved by the Association who will purchase ~~or lease~~ and to whom the Owner must sell ~~or lease~~ the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell ~~or rent~~.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or on the closing date set forth in the disapproved offer to sell, whichever last occurs. ~~The lease shall take effect as of the date of the proposed lease.~~

(3) If the Association shall fail to provide a purchaser ~~or lessee~~ upon the demand of the Owner in the manner provided, or if a purchaser ~~or lessee~~ furnished by the Association shall default in his agreement to purchase ~~or lease~~, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided."

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 Fifth 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 Fourth Amendment to Declaration this 12 day of October, 2007.

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

Witnesses

[Signature]
(signature)
Tom D. Koval
(printed name)

By: [Signature]
_____, President
Andrew J. McLaughlin

[Signature]
(signature)
B. Lynn Sedotto Heissner
(printed name)

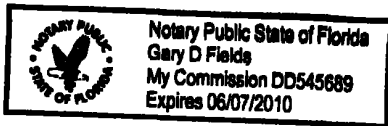
Attest [Signature]
MARIE T. REIS, Secretary

[Signature]
(signature)
Tom D. Koval
(printed name)

[Signature]
(signature)
B. Lynn Sedotto Heissner
(printed name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of October, 2007, by Andrew McLaughlin, as President, and Marie Reis, as Secretary, respectively, of SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced MA as identification and who did take an oath.



(Notary Seal)

[Signature]

Notary Public
State of Florida
My Commission Expires: