

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

TO

SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Restrictions for Summerwinds of Jupiter of the above described Association was duly recorded on May 31, 1985, in Official Record Book 4559, commencing on Page 1918, and amended on December 1, 1988, as recorded on December 28, 1988, in Official Record Book 5917, commencing on Page 1200.

WHEREAS, SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, as the Homeowners Association responsible for the operation of the aforesaid Association, pursuant to the aforementioned Declaration of Restrictions, is desirous of amending the aforementioned Declaration of Restrictions.

WHEREFORE, pursuant to Section 3, of Article XIII of the Declaration of Restrictions, and pursuant to approval of not less than one-half (1/2) of the Unit Owners at a Special Meeting of the Members of Summerwinds of Jupiter Homeowners Association, Inc., held on January 5, 1989, the Declaration of Restrictions is hereby amended as follows:

1. Section "2(d)" of Article V of the Declaration of Restrictions, concerning Covenant for Assessments, is amended to read as follows:

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association, including the one-time charge of \$35.00 to acquire a pool/recreational area key. Said charge shall be collected at the time of closing on the unit.

C. Section "2(b)" of Article XVI of the Declaration of Restrictions, concerning Lease, will 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. 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 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 the non-refundable sum of \$50.00 with the Association,

✓ **RETURN TO:**

Sherry L. Cooper, Esq.
535 East Indiantown Road
Jupiter, Florida 33477

for costs and expenses associated with review of the rental application.

IN WITNESS WHEREOF, SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC. has caused these presents to be signed by its proper officers and its corporate seal to be affixed thereto, on this 5th day of January, 1989.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC.

By: *[Handwritten signature]*
Richard Berish, President

ATTEST:

By: *[Handwritten signature]*
Patrick Savine, Secretary

is not

(SEAL)



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgements, RICHARD BERISH and PATRICK SAVINE, well known to me to be the President and Secretary, respectively, of SUMMERWINDS OF JUPITER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and they acknowledged before me that they executed the foregoing Second Amendment to the Declaration of Restrictions as such officers of said corporation and as the act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me this 5th day of January, 1989.

[Handwritten signature]

Notary Public, State of Florida
My Commission Expires:

