

MAY-04-1978 3:41pm 98-163740
ORB 10380 Pg 1355

Signed, sealed and delivered
in the presence of:

ORS 10380 Pg 1356

**JUPITER COVE
CONDOMINIUM ASSOCIATION, INC.**

✓ Shirley C Fennell
SHIRLEY C FENWELL
(Print Name)

By: ✓ Faye Mathis
Faye Mathis
(Print Name and Title)

1648 Jupiter Cove Dr., #208
Jupiter, FL 33469
(Print Address)

✓ Meredith K. Silhol
Meredith K. Silhol
(Print Name)

Attest: Meredith K. Silhol
Meredith Silhol
(Print Name and Title)

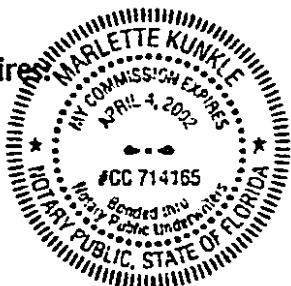
1542 Jupiter Cove Dr., #105
Jupiter, FL 33469
(Print Address)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me APRIL 13TH, 1998, by
FAYE MATHIS and **MEREDITH SILHOL**,
the President and Secretary, respectively,
of **JUPITER COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not
for profit, on behalf of the Corporation, who are personally known to me or who produced
as identification.

My Commission Expires

JUPITER COVE - Amend To Declaration



✓ Marlette Kunkle
MARLETTE KUNKLE (Print)
Notary Public

(SEAL)

Prepared by and return to:
David W. Craft, Esquire
3418 Poinsettia Avenue
West Palm Beach, FL 33407
(561) 844-3131

OFF 10380 Pg 1357

**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM OF JUPITER COVE**

WHEREAS, the Declaration of Condominium of Jupiter Cove, a Condominium, and exhibits attached thereto ("Declaration") is recorded in Official Record Book 3204, at Page 0665, Public Records of Palm Beach County, Florida; and

WHEREAS, JUPITER COVE CONDOMINIUM ASSOCIATION, INC. ("Association") of 1450 Jupiter Cove Dr., Jupiter, Florida 33458, is a Florida not-for-profit corporation responsible for the operation of said condominium; and

WHEREAS, Article 13 of the Declaration provides for amendment of the Declaration by Resolution approved by the affirmative vote of a majority of the Board of Administration and by the owners of not less than three-fourths (3/4) of the units; and

WHEREAS, a majority of the Board of Administration and at least three-fourths (3/4) of the owners of the units have voted to amend the Declaration as hereafter provided at a duly called meeting of the members of the Association held on March 10, 1998.

NOW, THEREFORE, the following Articles of the Declaration of Condominium of Jupiter Cove, a Condominium, are hereby amended as hereafter provided:

1. "6.1.b. (2) Portions of an apartment to be maintained, repaired and replaced by the apartment owner at his expense, shall include, but not be limited to the following items: service equipment, such as dishwasher, laundry, refrigerator, air conditioning and heating, oven and stove, disposal and trash compactor, whether or not these items are built-in equipment; interior fixtures, such as electrical and plumbing fixtures, floor coverings, except for floor slab; and inside paint and other inside wall finishes throughout the apartment and on the balconies and porches interior of the originally installed screen enclosures."

2. ~~"6.1.b. (3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies and porches that are not closed against the weather. All portions of the balconies and porches exterior of the originally installed screen enclosures shall be included in this restriction."~~

3. ~~"6.1.b. (4) To keep all floors in his apartment, except bathrooms, kitchens, foyers and balconies covered with wall-to-wall carpeting or other floor covering that will not transmit sound."~~

4. ~~"6.1.c. (1) Not less than 80 51% of the Directors of the Condominium Association at a meeting called for that purpose; and"~~

5. ~~"6.1.c. (2) Not less than 80 75% of the owners of all of the condominium apartments governed by the Association at a meeting called for that purpose; and."~~

6. ~~"6.1.c. (3) The approval of the Developer, if the Developer is the owner of any condominium apartment in the JUPITER COVE Development. Provided, however, a majority of the Board of Administration and a majority of the unit owners may approve a change in the exterior paint color scheme of the apartment building."~~

7. ~~"6.1.c. (4) Provided, also, that a majority of the Board of Administration may approve the installation of glass doors interior of the originally installed screen enclosures on the balconies and porches by apartment owners."~~

8. ~~"6.3. (a) By the Association. All limited common elements but for except balconies, porches and lanais will be maintained by the Association."~~

9. ~~"10.9 Children. The condominium is intended for ownership and use by adults. No apartment or portion of the condominium property or any property operated by the Association shall be occupied or used by children under 14 years of age, provided, however, that such children may make reasonable family visits not exceeding thirty (30) days consecutive duration at any one time or a total of thirty (30) days during any one year. Lessees. The owners of units shall be fully responsible for the activities and actions of their lessees and their visitors and shall take all action necessary or required to insure that all lessees and visitors fully comply with the provisions of the Declaration of Condominium and all rules and regulations of the Association."~~

10. "10.10 Pets. No apartment or portion of the condominium property or any property operated by the Association shall be occupied by any pet animal except dogs not exceeding ~~24~~ 30 pounds, cats, tropical fish, or birds in cages. No pet animals shall be allowed outside of an apartment unless leashed ~~or under the direct control and in the presence of the owner thereof~~. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The owner of any pet shall be liable for any and all damage caused by such animal to any part of the condominium property or any property owned by the Association. In no event shall any pet be allowed at or upon any recreational facilities operated by the Association."

11. "10.11 Leasing. After approval by of the Association elsewhere required, entire apartments may be rented for periods of not less than ninety (90) days provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated."

12. "11.2. (a) (2) Lease. The unit owner intending to make a bonafide lease of a unit ~~or any interest in it for a period of not less than ninety (90) days~~ shall give notice to the Association ~~notice of that intention, together with the name and address of the intended lessee, an executed copy of the proposed lease, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.~~"

13. Except as specifically amended hereby, the Declaration shall remain in full force and effect as recorded.

(Coding: Words in struck-through type are deletions; underlined words are additions.)

IN WITNESS WHEREOF, this Amendment has been executed by the Association on the 13th day of APRIL, 1998.

Signed, sealed and delivered
in the presence of:

ORB 10380 Pg 1360
DOROTHY H. WILKEN, CLERK PB COUNTY, FL
**JUPITER COVE
CONDOMINIUM ASSOCIATION, INC.**

✓ Shirley Fennell
SHIRLEY C. FENNEL
(Print Name)

By: ✓ Faye Mathis
Faye Mathis
(Print Name and Title)

1648 Jupiter Cove Dr., #208
Jupiter, FL 33469
(Print Address)

✓ C.A. Cutler
C.A. CUTLER
(Print Name)

Attest: Meredith K. Silhol
Meredith Silhol
(Print Name and Title)

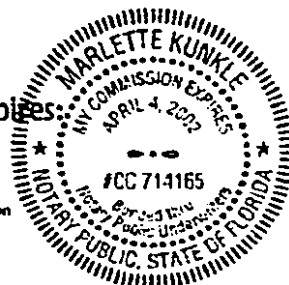
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STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me April 13th, 1998, by
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the President and Secretary, respectively,
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for profit, on behalf of the Corporation, who are personally known to me or who produced
as identification.

My Commission Expires:

JUPITERCOVE - Amend To Declaration



Marlette Kunkle
MARLETTE KUNKLE (Print)
Notary Public

(SEAL)