

PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.

Proposed Amendment No. 1

The following sentences in Article VI, Section 1(d)(1) of the Declaration of Covenants and Restrictions are hereby amended to read as follows, with the remainder of that Section to remain the same:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“The screened patio portion in each townhouse courtyard shall be constructed to conform to all Board-approved architectural guidelines, as amended from time to time, including but not limited to, use of Board-approved materials and colors, and all design and construction specifications regarding the location, size, type, and appearance ~~uniform~~. Additionally, all screen enclosures must be installed to comply with all building code and hurricane requirements for the Town of Jupiter and the State of Florida, in effect at the time of installation. No Owner shall install, remove, change or alter any screen enclosure without first submitting an application and obtaining the written approval of the Board of Directors and/or Architectural Review Committee. To the extent that any repairs to an existing screen enclosure will alter the appearance, then the Owner must submit an application and obtain the written approval of the Board of Directors and/or Architectural Review Committee. All screen installations must be approved in writing by the Board.”

Proposed Amendment No. 2

Article VI, Section 1(d)(2)(g)(4) of the Declaration of Covenants and Restrictions is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“(4) Unit fences, courtyard closets and gates must be constructed to conform to all Board-approved architectural guidelines, as amended from time to time, including but not limited to, use of Board-approved materials and colors, and all design and construction specifications regarding the location, size, type, and appearance of any fences, courtyard closets and gates. ~~existing fence appearance and size,~~ Additionally, all unit fences, courtyard closets and gates must be anchored installed to comply with all building code and hurricane requirements for the Town of Jupiter and the State of Florida, in effect at the time of installation ~~hurricane requirements.~~ No Owner shall install, remove, change or alter any fence, courtyard closet or gate without first submitting an application and obtaining the written approval of the Board of Directors and/or Architectural Review Committee. To the extent that any repairs to an existing fence, courtyard closet or gate will alter the appearance, then the Owner must submit an application and obtain the written approval of the Board of Directors and/or Architectural Review Committee. ~~and the exterior stained in a board approved color. In the event an owner should wish to install a second closet in the courtyard, such closet shall be installed in the same manner as the original closet and shall be constructed with the same material as the courtyard fence in the same manner as the original closet.~~”

Proposed Amendment No. 3

Article VI, Section 1(d)(2)(a) of the Declaration of Covenants and Restrictions is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“(2) The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their houseguests, visitors and other occupants:

a. Sales/Leases.

- (1) Each owner is required to provide a prospective buyer/lessee with a copy of the rules and regulations of Jupiter Plantation prior to entering a sales or lease contract.
- (2) ~~An application for sale must be submitted to the Association at least two weeks in advance of closing and must be accompanied by a \$50.00 application fee~~
- (3) ~~Upon closing of a sale the new owner must provide a copy of the deed of conveyance to the Association.~~
- (4) ~~An application to lease must be submitted to the Association prior to the occupancy date and must be accompanied by a \$50.00 application fee.~~
- (5) Prior to occupancy, each new owner/lessee shall complete a registration form with the association and obtain the applicable parking pass which must be displayed on each vehicle in the manner directed by the Association.
- (6) ~~Failure of the owner to submit the appropriate application for lease, applicable fee and registration form will result in the Association declaring the lease void and notifying the tenant that they shall vacate the premises within 30 days of receipt of the notice.~~
- (7) In the event an owner is delinquent in maintenance fees to the Association at the start of a lease the Association shall have the right to notify the tenant of same and shall collect the rental fee for the premises and apply those proceeds to the account of the owner until such time as the delinquency and any associated late fees, interest, attorney fees and costs are current.
- (8) In the event an owner shall become delinquent with their

maintenance fees to the Association during the course of a lease, the Association shall have the right to notify the tenant of same and shall collect the rental fee for the premises and apply those proceeds to the account of the owner until such time as the delinquency and any associated late fees, interest, attorney fees and costs are current.”

Article X(1) of the Declaration of Covenants and Restrictions is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“(1) At least ten (10) business days prior to the intended closing date or the commencement date of the lease, ~~¶~~the townhouse unit owners shall notify the Association in writing of their intentions to either sell or lease their townhouse units and furnish with such notification a copy of the proposed contract for sale or lease, whichever is acceptable. A ~~One Hundred Dollar (\$100.00)~~ processing fee in an amount determined by the Board from time to time shall accompany all applications of a unit owner to lease or sell his townhouse unit. Additionally, the proposed tenant(s) shall initial next to each rule in the Rules & Regulations and submit the initialed and signed copy with the application and processing fee. Failure to timely pay said processing fee may result in the sale or lease being declared null and void. Additionally, failure to timely pay the processing fee with the application will result in the fee being increased to ~~One Hundred Fifty Dollars (\$150.00)~~ Five Hundred Dollars (\$500.00) for a late application. A “late application” shall include any sale or lease that occurs without the Association receiving prior notification of said sale or lease, and any proposed sale or lease wherein the application fee is not received by the Association within the timeframes set forth herein at the time of application. The Association may bring an action at law or in equity against the townhouse unit owner to enforce the provision of this paragraph and the prevailing party shall be entitled to recover costs and reasonable attorney’s fees attributable thereto. Additionally, the Association may impose fines against an Owner for failure to comply with this section or any other violations of the sales/leasing provisions in this Declaration, in the amount of \$250 for the first offense, \$500 for the second offense, and \$1000 for each offense thereafter, with no cap on the fines in the aggregate for sales/leasing violations. For continuing violations, a fine may be levied by the Board for each day of the continuing violation in the amount of \$250 per day, with a single notice and opportunity for hearing, and no cap on the fines in the aggregate. There shall be no courtesy warning letter required prior to imposing fines on an Owner for violating the sales/leasing provisions in this Declaration.”

Proposed Amendment No. 4

Article VI, Section 1(d)(2)(a)(2) of the Declaration of Covenants and Restrictions is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“(2) The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their houseguests, visitors and other occupants:

a. Sales/Leases.

(2) ~~An application for sale must be submitted to the Association at least two weeks in advance of closing and must be accompanied by a \$50.00 application fee.~~ No townhouse may be rented or leased for more than six (6) times in any calendar year.”

Proposed Amendment No. 5

Article VI, Section 1(d)(2)(a)(3) of the Declaration of Covenants and Restrictions is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“(2) The following set of restrictions and regulations shall be adhered to by each homeowner, lessee, their houseguests, visitors and other occupants:

b. Sales/Leases.

(3) ~~Upon closing of a sale the new owner must provide a copy of the deed of conveyance to the Association.~~ No townhouse may be rented or leased for less than thirty (30) consecutive days, except that a townhouse may be rented or leased for the entire month of February (despite it being less than 30 days). All owners must comply with all applicable codes and ordinances of the Town of Jupiter, as amended from time to time, with regard to occupancy and rentals.”

Proposed Amendment No. 6

A new Section 9 is hereby added to Article V of the Declaration of Covenants and Restrictions to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

“9. Capital Contribution. Any person, entity or Trust that acquires title to a townhouse after the date of recording this Amendment shall be required to pay a Capital Contribution to the Association in an amount equal to **one (1) quarterly Assessment**, based upon the amount of the Assessment for that townhouse at the time it is acquired. The Capital Contribution is due at the time that title to the townhouse is transferred. Amounts paid as a Capital Contribution are not

to be considered as advance payments of Assessments, and the effect of nonpayment of a Capital Contribution is identical to nonpayment of Assessments. The following transfers of title to a townhouse are **exempt** from payment of the Capital Contribution:

- a) Transfer to a member of the Owner(s)' immediate family;
- b) Transfer upon the death of the Owner(s) by will or intestate, but any subsequent transfer of title by the heirs or Estate of the Owner(s) is subject to the capital contribution;
- c) Transfer to or from a Trust or Trustee for tax or estate planning purposes, if all beneficiaries of the Trust are current Owner(s) or members of the Owner(s)' immediate family;
- d) Transfer to a First Mortgagee that acquires title to a Lot or Unit by foreclosure or deed in lieu of foreclosure;
- e) Transfer to the Association that acquires title to a Lot or Unit by foreclosure or any other conveyance; or
- f) Those transfers required by operation of law to be exempted from a Capital Contribution.

The term "immediate family" is defined and limited for this section to be the Owner's spouse, parents, children, and an individual residing with the Owner at the time of the transfer who shares a single economic living Unit with the Owner.

The purpose of the Capital Contribution is to create a fund to assure that the Association will have cash available to meet unforeseen expenditures or for any other purpose deemed necessary and/or advisable by the Board of Directors."