



This Instrument Prepared by
and PLEASE RETURN TO:

Tanique G. Lee, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329

(561) 655-6224

CFN 20130467516
OR BK 26409 PG 1945
RECORDED 10/25/2013 15:29:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1945 - 1948; (4pgs)

**FIRST CERTIFICATE OF AMENDMENT OF THE SECOND CONSOLIDATED AND AMENDED
DECLARATION OF CONDOMINIUM OF JUPITER HARBOUR, A CONDOMINIUM, F/K/A THE
ISLAND AT RIVE HARBOUR, A CONDOMINIUM**

THE UNDERSIGNED of **Jupiter Harbour Condominium Association, Inc.**, whose mailing address is Jupiter Harbour Condominium Association, Inc., % Rosemarie von Zabern, Property Manager, 1000 N. US Highway One, #JA 600, Jupiter, FL 33477 certifies that the Second Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium, recorded in Official Records Book 22835 at Page 0599 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto.

Dated this ✓ 3 day of October, 2013.

Witnessed by:

Signature here *George C Sharp*
Print name here GEORGE C. SHARP

Jupiter Harbour Condominium Association, Inc.
By: *Carole A. Levine Pres.*
Carole A. Levine, President

Signature here *Jose M. Alvarez*
Print name here JOSE M. ALVAREZ

Signature here *George C Sharp*
Print name here GEORGE C. SHARP

By: *Arlene Fischer*
Arlene Fischer, Secretary

Signature here *Jose M. Alvarez*
Print name here JOSE M. ALVAREZ

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 3 day of October, 2013 by Carole A. Levine and Arlene Fischer, the President and Secretary, respectively of Jupiter Harbour Condominium Association, Inc., who are personally known to me or who have produced as identification and who did take an oath that the matters contained therein were true and correct.



Signature here *Rosemarie von Zabern*
Print name here ROSEMARIE VON ZABERN
Notary Public, State of Florida
Serial Number:
My commission expires: 8/23/16

EXHIBIT "A"
**TO THE FIRST CERTIFICATE OF AMENDMENT OF THE SECOND
CONSOLIDATED AND AMENDED DECLARATION OF CONDOMINIUM
OF JUPITER HARBOUR, A CONDOMINIUM, F/K/A THE ISLAND AT RIVE
HARBOUR, A CONDOMINIUM**

The Second Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium ("Declaration") recorded in Official Records Book 22835 at Page 0599, in the Public Records of Palm Beach County, Florida is amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

1. Declaration Article IV entitled "Units and Appurtenances" is amended to add a new paragraph "7" entitled "Reassignment of Assigned Parking Spaces and Adjacent Assigned Carport Storage Rooms" as follows:

The Units are identified in Exhibits A and B, by number and location. Each Unit shall include the following as appurtenances, whether or not separately described, which shall pass with that Unit whenever it is conveyed:

* * *

7. Reassignment of Assigned Parking Spaces and Adjacent Assigned Carport Storage Rooms. Each Unit must have as appurtenances at least one assigned parking space and the adjacent assigned carport storage room (to the Unit). An assigned parking space and the adjacent assigned carport storage room appurtenant to a Unit (hereinafter collectively "Parking & Storage") may be reassigned and become appurtenances to another Unit if:

(a) the Parking & Storage are reassigned simultaneously to be an appurtenance to one Unit;

(b) the Owner of the Unit assigning the Parking & Storage and the Owner of the Unit acquiring the Parking & Storage:

(i) agree to the reassignment of the Parking & Storage; and,

(ii) execute and deliver to the Association a fully completed request to reassign in a form adopted by the Board;

(c) the Board provides written approval of the reassignment; and,

(d) after the reassignment each Unit has as appurtenances, at least one assigned parking space and the adjacent assigned carport storage room.

Reassignments of parking spaces and carport storage rooms appurtenant to a Unit to another Unit as an appurtenance approved by the Association in writing are ratified and confirmed, if after the reassignment the assignor Unit and the assignee Unit has

at least one assigned parking space and the adjacent assigned carport storage space. No reassignment approval shall be recorded in the Public Records of Palm Beach County, Florida or elsewhere.

2. Declaration Article X, entitled "Use and Occupancy Restrictions," Section "3" is re-titled "Unit Owner Alterations" and amended to add the following:

(a) Thresholds. No work of any type or combination of types in a Unit, including any mobilization for the work, (collectively "Work") which is anticipated or intended to:

- (i) Require a building permit; or,
- (ii) Remove an item permanently installed or affixed;

shall occur without the Owner of the Unit providing an application ("Application") to the Association at least thirty days before the Work commences, and obtaining the Association's written approval before commencement.

(b) Application. Approval for Work shall be sought on an Application form designated by the Board of Directors.

(i) Complete. An Application is not complete unless the Application contains:

- 1) Detailed drawings identifying the Work;
- 2) The specifications of the Work;
- 3) Duplicates of all contracts for the Work;
- 4) Proof of the contractors' and sub-contractors' liability insurance in the amount designated by the Board of Directors and worker's compensation insurance as required by law; and,
- 5) A damage and compliance deposit to protect the Association against any loss, fines and other expenses to enforce compliance concerning, relating to, or involving the Work in the amount designated by the Board of Directors; however, the deposit amount shall not limit the amount or time for an Association's claim for loss, fines or expenses concerning, regarding or involving the Work.

(ii) Exception. No Application is required for: emergency repairs; repairs to a single electrical fixture or a single plumbing fixture; and, as permitted by Board of Directors.

(c) Timing. Work may not occur on holidays, days, and hours as designated by the Board of Directors, except in an emergency.

(d) Compliance. All Work must be in compliance with the Declaration, rules adopted by the Board of Directors, and building codes, laws and ordinances.
{This Section intentionally omitted.}

3. Declaration Article I entitled “Definitions,” Section “23” is amended to correct typographical errors as follows:

23. Unit. Unit means a condominium unit in the Condominium as defined by the Condominium Act, subject to the boundary description in Article ~~II~~ III of this Declaration.

4. Declaration Article III entitled “Ownership of Units and Boundaries,” Section “2” is amended to correct typographical errors as follows:

2. The lower horizontal boundary ~~apertures~~ shall be the plane of the upper surface of the unfinished floor.

F:\WP\02365\130827\exhibitacertamparkingspacetgl.wpd