



**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR JENSEN BEACH COUNTRY CLUB**

The Declaration of Covenants, Conditions and Restrictions for Jensen Beach Country Club was recorded in Official Records Book 1349, Page 624, et seq., and amended at Official Records Book 1378, Page 1769, et seq., Official Records Book 1379, Page 177, et seq., Official Records Book 1441, Page 412, et seq., Official Records Book 1483, Page 1213, et seq., Official Records Book 1607, Page 177, et seq., Official Records Book 2057, Page 2299, et seq., Official Records Book 2057, Page 2525, et seq., Official Records Book 2196, Page 2175, et seq., Official Records Book 2246, Page 2066, et seq., Official Records Book 2336, Page 1774, et seq., Official Records Book 2731, Page 2064, et seq., and Official Records Book 2941, Page 2506, et seq., amended and restated at Official Records Book 3161, Page 1903, et seq., and amended at Official Records Book 3409, Page 2652 et. seq., and Official Records Book 3441, Page 1822 et. seq., Public Records of Martin County, Florida. The same Amended and Restated Declaration is hereby amended as approved by a majority of the total votes of the Members which was sufficient for approval.

1. Article XII, Section 28 (a) and (b)(i) is hereby amended as follows:

ARTICLE XII

Use Restrictions

Section 28. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular exclusive occupancy of a Unit by any person or persons other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. AirBNB, Vacation Rentals by Owner, home swapping arrangements and similar arrangements are deemed to be leases.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. Owners acquiring title to a Unit after the effective date of this amendment are prohibited from leasing the Unit during the first twenty-four (24) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit. In the event of conveyance of title with an approved occupant in

possession under lease, said moratorium against leasing during the first twenty-four (24) months of ownership shall commence upon expiration of lease.

(The balance of Section 28 remains unchanged.)

2. The foregoing amendment to the Amended and Restated Declaration was approved by a majority of the total votes of the Members which was sufficient for approval.

3. All other provisions of the Amended and Restated Declaration are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6th day of November, 2024.

WITNESSES AS TO PRESIDENT:

JENSEN BEACH COUNTRY CLUB ASSOCIATION, INC.

D Ignatovig
Printed Name: Denise Ignatovig
Address: 4180 SW Egret Pond Ter Palm City

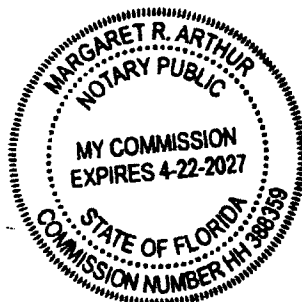
By: Sanford Flack President

Kenneth R Wipfler
Printed Name: Kenneth Wipfler
Address: 3595 NW DRC - OAK DR Jensen Beach, FL 34957

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [] physical presence or [] online notarization, by Sanford Flack, as President of Jensen Beach Country Club Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on November 6, 2024.

Notarial Seal



Margaret R Arthur
Notary Public

WITNESSES AS TO SECRETARY:

JENSEN BEACH COUNTRY CLUB ASSOCIATION, INC.

Dignatovig
Print Name: Denise Ignatovig
Address: 4180 SW Emet
Pond Ter Palm City

By: Randall Comer
Randall Comer Secretary

Kenneth R. Wipfler
Print Name: Kenneth R. Wipfler
Address: 595 NW Decatur Dr
Jensen Beach, FL 34957



STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [] physical presence or [] online notarization, by Randall Comer, as Secretary of Jensen Beach Country Club Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on November 6, 2024.

Notarial Seal

Margaret R. Arthur
Notary Public

