

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

JUPITER PLANTATION

THIS DECLARATION; made this 23<sup>rd</sup> day of March, 1978, by LANDIN, LTD., a North Carolina corporation authorized to do business in the State of Florida, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community with a permanent park, recreational facilities, playground, open spaces and other community facilities for the benefit of the said community; and with townhouse dwelling units; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Florida the JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declared that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

1. “Declaration” shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.
2. “Association “ shall mean and refer to JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
3. “Developer” shall mean and refer to LANDIN, LTD., a North Carolina corporation authorized to do business in the State of Florida, their successors or assigns, or with any successor or assign to all or substantially all of their interest in the development of said properties.
4. “General Plan of Development” shall mean that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.
5. “The Properties” shall mean and refer to all real property which becomes subject to the Declaration.
6. “Common Area” shall mean and refer to those areas of land shown on the recorded subdivision plat of the properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the members.
7. “Townhouse Unit” shall mean the structure which the homeowner will own in fee simple title which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a Declaration of Party Facilities to be filed in the Public Records of Palm Beach County, Florida. Such townhouse unit is designed and intended for use and occupancy as a residence by a single family.
8. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any townhouse unit, but excluding those having such interest merely as a security for the performance of an obligation.
9. “Occupant” shall mean and refer to the occupant of a townhouse unit who shall be either the Owner or a lease who holds a written lease having an initial term of at least twelve (12) months.
10. “Rules and Regulations” shall be the rules and regulations and policies which are included in this Declaration and as may be adopted by the Board of Directors from time to time by amendment of this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and more particularly described in Exhibit A.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

1. **Members.** Every person or entity who is a record owner of a fee or undivided fee interest in any townhouse unit which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

2. **Voting Rights.** Each homeowner shall automatically become a member of the JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC. by virtue of acceptance of the deed of conveyance to his dwelling. As a member of such Association said homeowner shall be governed by the Articles of Incorporation and the By-Laws of the Association and as a member shall be entitled to one (1) vote for each townhouse dwelling owned. Provided, however, the Developer shall control the Homeowners Association until such time as he has completed all of the contemplated improvements at JUPITER PLANTATION or has elected to divest himself of control of the Association, whichever shall first occur.

## ARTICLE IV

### COMMON AREA

1. **Obligations of the Association.** The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain or cause to be maintained, all grassed swale areas along road rights-of-way, recreational areas, and lake areas, water control devices and mechanisms, titled to the association.

2. **Members' Easement of Enjoyment.** Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every townhouse unit, and every member shall have a right of enjoyment in the Common Area.

3. **Extent of Members' Easements.** The members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and regulations for the use of the common area;

(b) the right of the Association to suspend the right of an owner to use the facilities for any period during which any assessment against his townhouse unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not exceed sixty (60) days for any other infraction of this Declaration or the rules and regulations;

(c) the right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Developer and of fifty-one percent (51%) of the votes of the owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the owners, agreeing to such dedication or transfer, has been recorded.

4. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the rules and regulations.

5. Damage or Destruction of Common Area by Owner. In the event any common are is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or member of his family, such owner does hereby authorizer the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the townhouse unit of said owner. In the event the assessment is not paid, a lien will be imposed on said owners townhouse unit as provided herein.

6. Title to Common Area. The Developer may retain the legal title to the common area or portion thereof until such time as it has completed improvements on the properties, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the common area and portions thereof to the Association, free and clear of all liens and financial encumbrances not later than the completion and sale of the last townhouse unit. Members shall have all the rights and obligations imposed by the Declaration with respect to such common areas.

## ARTICLE V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each owner of any townhouse unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement, maintenance and operation of the common area and facilities.

(b) Basis for Assessment.

(1) Each townhouse unit which is certified for occupancy and which has been conveyed to an owner shall be assessed at an equal rate. For the purpose of assessment, the term "Owner" shall exclude the Developer.

(2) To the extent that the Developer owns property which has been certified for occupancy, such property shall not be assessed as provided above.

(3) Method of Assessment. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The board shall set the date(s) such assessments shall become due. The Board shall provide for collection of assessments semiannually; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and to be declared due and payable in full.

3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or

replacement or a capital improvement upon the common area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Developer and of fifty-one percent (51%) of the votes of the owners who are voting in person or by proxy at a special meeting duly called for that purpose.

4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the day of conveyance to an owner who is not the Developer.

5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate charged on an "open account" to be set by the Board for each assessment period. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his townhouse unit.

6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. When the mortgagee of a first mortgage of record or other purchaser of a dwelling obtains title to the dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such dwelling is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the homeowners including such acquirer, his successors and assigns.

7. Exempt property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption, Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

8. Annual Budget. By a two-thirds (2/3) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

ARTICLE VI  
USE OF PROPERTY

1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a townhouse unit to a single family, subject to all of the use provisions of the Declaration.

(b) Nuisances. No nuisance, or any activity which is substantial annoyance to other homeowners or occupants, shall be permitted to exist or operate upon any other property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restrictions on Further Subdivision. No Townhouse unit shall be further subdivided or separated by any owner, and no portion less than all of any such townhouse unit, nor any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions – Rules and Regulations.

(1) Exterior Maintenance. The exterior of each dwelling, including, but not limited to, exterior walls, roofs, mansards, balconies, balcony railings, and fencing around the courtyard are to be maintained, repaired and replaced by each homeowner in quality condition at all time. If the homeowner fails to maintain the dwelling in such a manner, the Association may send a thirty (30) day notice to the owner setting forth the items to be corrected. In the event this notice is not adhered to, the Association may contract to have such work performed and the homeowner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. Such costs will be treated as an assessment against the unit. Normal maintenance of the roof of the townhouse units such as cleaning, recoating or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of the homeowners in that building. The expense of such maintenance shall be borne equally by the homeowners in that building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owners unless individual repair cannot be reasonably achieved and total replacement of the entire roof is required. In that event, costs of replacement shall be borne equally by all the owners in the building. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of anyone homeowner, such negligent owner shall bear the entire cost of repair or replacement. If any homeowner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected homeowner may have such roof repaired or replaced and shall be entitled to a

lien on the townhouse of the other homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a homeowner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgage for repairs hereunder and not reimbursed to said mortgagee by the homeowners. The undersigned has arranged for cable television facilities, to be made available at Jupiter Plantation. In no event shall any television antennas or radio antennas be permitted other than any that must be permitted in accordance with federal law. The screened patio portion in each townhouse courtyard shall be uniform. All screen installations must be approved in writing by the Board. No exterior changes (including color changes) are permitted unless approved in advance in writing by the Association.

(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's 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.

b. Parking/Vehicles.

- (1) Each unit is provided with two parking spaces as designated by the Association and shall be allowed to use only those designated spaces unless another unit owner has agreed, in writing, to allow another owner the use of one of their parking spaces. In that event, that written agreement must be filed with the Association and a valid parking pass must be displayed.
- (2) All vehicles parked in Jupiter Plantation must be operable and must have a valid current registration and must be maintained so as not to create an eyesore.
- (3) All vehicles parked overnight in Jupiter Plantation must also have a current Jupiter Plantation parking pass issued by the Association displayed in their vehicle. Placement shall be dictated by the Association. Overnight parking shall be defined as any time between midnight and 8 a.m.
- (4) Overnight parking is limited to permitted automobiles, sport utility vehicles, personal pick-up trucks, except dual wheel trucks, and passenger vans with a full complement of seats. Panel vans are not permitted. Boat, trailers, work vans, motor homes, vehicles displaying commercial lettering or advertising, or vehicles with visible equipment, materials or paraphernalia of a trade may not park overnight in Jupiter Plantation except by permit in the recreational vehicle storage area or by permit in a boat slip. No

motorcycles or mopeds may be parked overnight on the common property and must be parked within the unit courtyard.

- (5) No vehicles may be parked on the grass, sidewalks, in the streets or cul de sacs.
- (6) The parking lots by the pool and tennis courts are for short term permitted parking only and are not to be used for permanent parking.
- (7) All vehicles parked in violation of the parking rules shall be subject to towing at the owners expense. In the event the owner refuses to pay such costs, the Association may, at it's option, impose a lien on said owner's property in the amount of the costs of having the vehicle towed, or file the appropriate legal proceedings to recover all sums expended for the owner, together with all fees and costs in maintaining such action.
- (8) There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

c. Pool Area.

- (1) Proper swim wear should be worn in the pool. Children not potty trained must wear waterproof swim diapers.
- (2) Children under the age of 12 must be under the supervision and control of an adult over the age of 18 while in the pool area.
- (3) State law requires all persons to shower before entering the pool.
- (4) Board of Health regulations prohibit persons with communicable Fungal or infectious diseases from entering the pool.
- (5) Lounges and chairs should be covered by a towel when in use in Order to keep them clean and oil free for the next user.
- (6) No flotation devices or scuba gear is allowed in the pool area.
- (7) No diving or running is permitted in the pool area.
- (8) Unnecessary splashing and/or noisy or boisterous conduct are not acceptable in the pool area.

- (9) No food or breakable containers are allowed in the pool area immediately adjacent to the pool.
- (10) No skateboards, roller blades or bikes are allowed inside the fenced pool area.
- (11) Due to state regulations, the pool is closed at dusk.

d. Pets.

- (1) No more than two domestic pets shall be kept in any unit. No pet shall be allowed to create a nuisance of any kind. Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney's fees.
- (2) When outside the unit each pet shall be kept under the control of the owner at all times in compliance with the Town of Jupiter and Palm Beach County ordinances.
- (3) Each pet owner is responsible for the removal of any excreta deposited by his animal.
- (4) No pets are allowed inside the fenced pool area.
- (5) Pets must be leashed when on the dock, moving to and from boats.
- (6) If after written warning of a violation of the pet rules and regulations, the owner fails to correct such violation, the Association shall have the right to impose a \$50.00 fine (in accordance with procedures authorized by the Florida HOA act) which shall be deposited to the general account of the Association. In the event the fifty dollar fine is not paid promptly, the Association shall also have the right to seek appropriate legal action against said owner in order to obtain payment of the fine and, in addition, shall be entitled to a judgment for all fees and costs incurred in such action.

e. Hurricane Shutters.

- (1) Unit owners are permitted to install permanently mounted accordion shutters uniform in material and medium bronze in color, upon written Board approval.

- (2) Temporary hurricane protection must be removed within 48 hours after a storm and damage to walls as a result of installation of temporary protection must be immediately repaired.

f. Mansard replacement.

- (1) Mansard repair/replacement is the responsibility of the unit owner. Mansard repair/replacement must be done with Decra Shake panels in coffee brown color, or as otherwise approved by the Board.

g. Paint/fences/balcony rails/courtyards.

- (1) Exterior painting of walls, repair or replacement of courtyard fences and repair/replacement of balcony rails is the responsibility of the unit owner.
- (2) Unit owners must use board approved exterior paint colors and each unit in the building must use the same color paint for their exterior walls.
- (3) Balcony rails must be replaced with a medium bronze finish metal railing that conforms to existing rails or painted with a medium bronze finish paint.
- (4) Unit fences and gates must be constructed to conform to existing fence appearance and size, must be anchored to comply with Town of Jupiter hurricane requirements 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.
- (5) No clothes, towels, flags or other articles shall be hung on balconies or fences outdoors for any purpose whatsoever, except within owner's courtyard below height of fence except for the display of an American Flag (or such other flag as may be permitted by the Florida HOA Act).
- (6) Bicycles, toys or clutter shall not be left outside courtyards at any time. Such items left outside shall be impounded and the homeowner will be assessed an administrative fee of \$5.00 for their return.

(7) Barbecue cookers shall be used in courtyard only.

h. Exterior planting.

(1) Owners may landscape the area immediately adjacent to courtyard fences. Landscape plantings that are drought resistant and appropriate to the area and of an appropriate size when fully grown must be used and must be easily maintained by the association landscapers and placed in a manner so as not to interfere with lawn maintenance. No plants with extensive root systems may be installed. A landscape plan may be obtained from the Association. No materials other than landscape plants may be placed in planting area.

(2) No planting may be done by any owner on common areas beyond the area immediately next to their courtyard fence.

(3) No items, including but not limited to, swings, picnic tables, decorations etc. may be placed upon any common area. Any violation will result in the item being confiscated and the owner shall be assessed an administrative fee of \$5.00 for their return.

i. Dock Rules.

(1) The dock is for the use of all Jupiter Plantation residents and their guests. Children under the age of 12 must be accompanied by an adult (over 18) when on the dock.

(2) Any resident, guest or vessel that enters into the marina area immediately comes under the jurisdiction of these regulations.

(3) Fishing is permitted from the dock but not between designated boat slips. No fishing line, bait, hooks etc. should be left on the dock. Fish cleaning is permitted only on the fish-cleaning table and the area should be cleaned following your use.

(4) There is no dumping in the marina. All refuse must be disposed of properly or placed in garbage receptacles.

(5) Pets are allowed on the dock when in compliance with State and local pet ordinances.

(6) All unauthorized vessels are subject to being towed without notice at owner's expense.

- (7) The dock master, board of directors and/or authorized management company employee shall administer dock and dock slip rules and regulation.

#### Dock Slip Rules.

1. Only pleasure boats will be allowed in the marina. Commercial fishing vessels, charter boats, or any other type of commercial vessel will not be allowed. Canoes, towboats, rafts, paddleboats or any other vessel without power will not be allowed in a slip.
2. Living aboard a vessel in the marina is not permitted.
3. All vessels must tie up to the dock in their designated slip. Only one vessel is allowed in a slip at a time. No anchoring or mooring is permitted within property boundaries.
4. All vessels must be registered to a Jupiter Plantation resident owner and in the event of dual ownership, all owners must be resident owners in Jupiter Plantation and the vessel must be insured for a combined single limit of not less than \$300,000 in liability and property damage insurance. Jupiter Plantation shall be listed as a named insured on the vessel policy. Proof of insurance and a current registration must be presented upon signing of the lease and prior to occupancy of the slip and registration and insurance must be updated with the Association upon renewal. JPHA shall not be responsible for any losses or damages to vessels in the marina. Vessel owner(s) shall be jointly and severally liable for damages caused by their vessel and or negligence. All lessees must sign a dock indemnification agreement.
5. All vessels must be maintained in safe operating condition. Minor repairs may be made to a vessel while moored in a slip. The repairs may in no way endanger or unduly disturb other vessels or Jupiter Plantation residents.
6. Slip holders shall use discretion when operation motors or other noisy equipment as to not create a nuisance.
7. Only handcarts used for transporting equipment to and from a vessel may be left on the dock. Ropes used to moor a vessel, water hoses and shore power cords may be hung on the side of the dock but may not be left on the dock so as not to interfere with

pedestrian traffic. Handcarts are not to be left on the dock overnight. Nothing else may be left on or hanging from the dock.

8. Water and electric on the dock is provided by JPHA. The dock is equipped with only 15-amp electric service.
9. All boats must be removed from the slips within 24 hours of a hurricane warning for our area.
10. If vessel owner(s) homeowner association dues, dock slip fees or rv space fees become 60 days or more past due, their dock space will be revoked. The vessel owner will be given 15 days to remove the vessel before it is towed at the owner's expense. The owner will not be allowed to put their name on the slip waiting list until their homeowner association dues have been paid on time for a minimum of 12 months.
11. Selling or leasing of the unit of any owner holding a dock lease shall result in an immediate revocation of their dock slip lease. The owner shall have 15 days after notification of the revocation to remove their vessel from the slip or the vessel shall be considered abandoned.
12. Any violator of these rules is subject to fine, suspension or revocation of slip privileges at the discretion of the board of directors in compliance with Florida HOA statues. All disciplinary actions must be approved by a majority vote of the board of directors.

#### Dock Slip Assignment.

1. Residents of Jupiter Plantations who own the unit they live in will be allowed to lease a dock slip as the "primary lessee" or as a sub/shared lessee. Primary lessees are required to use the slip at least three months out of each twelve month lease period in order to maintain their lease. If unit owners do not use their slip the required period of time they will only be allowed to "sub/share lease". Any primary lessee who will have a slip vacant for more than two months must notify the Association of the vacancy and allow the Association to sublet the slip during the period of vacancy. This will allow as many residents as possible an opportunity to utilize the slips. Failure of the primary lessee to give such notification to the Association may result in termination

of slip privileges. Sub-leases will be offered to those on the waiting list in accordance with their position on the list. Refusal to accept or decline a sub-lease shall not remove anyone from his or her position on the waiting list for a primary lease.

2. Any resident owner in Jupiter Planation may have their name added to a waiting list for a dock slip by submitting to the Association a non-refundable \$100.00 deposit and requesting their name be put on the list. Slips will be assigned according to the owner's position on the wait list. Declining or accepting a sub- lease or shared lease will not remove an owner from their position on the waiting list for a primary lease.
3. Upon availability of a slip the person in first position on the waiting list will be notified of the availability of a slip. The owner must then acknowledge that the slip is large enough to accommodate their vessel, sign a lease and provide a current registration and proof of insurance within 10 days and take occupancy of the slip within 30 days. Failure to do so will result in the slip being offered to the next person on the waiting list. Should that occur it would not affect the first position owners position on the waiting list.
4. The Association has the right to reassign slip assignments based on a vessel's size and draft. All vessel owners are required to relocate their vessel within 15 days of notice of reassignment. Any vessel that does not relocate after being given notice is subject to being towed at the owner's expense.
5. A primary leaseholder may, at his discretion, agree to share his slip with a shared lessee. The dock master must approve shared lessee and a shared lease will be offered first to those on the waiting list according to their position on the list. Refusal to accept or decline a shared lease shall not remove anyone from their position on the waiting list for a primary lease. It shall be the responsibility of the primary leaseholder and the shared leaseholder to determine a mutually agreeable occupancy schedule for the slip and only one vessel may occupy the slip at any given time. The primary leaseholder will be responsible to the Association for payment of the lease to the Association and will be responsible for collection a mutually agreed upon co-payment from the shared lessee, provided however, that the co-payment may not exceed the amount paid by



the primary lease holder to the Association. The shared leaseholder must provide proof of insurance in the required limits with the Association named as an additional insured to the Association at the time of signing of shared lease along with a current vessel registration and will be subject to the same rules and regulations as the primary leaseholder.

6. All leasing, subleasing and shared leasing is to be performed by JPHA only. No one is permitted to sublet or share a slip directly with another resident without going through the above outline process.

#### Dock Slip Rental Fees.

1. The cost of a slip will be determined by the Board of Directors and reviewed on an annual basis and approved at the budget meeting of the Board of Directors and shall be effective with the start of the new budget year.
2. Slip rental fees shall be sufficient to cover the cost of maintenance of the docks and boat slips, the submerged land lease, electric, water, and insurance applicable to the dock.

#### j. RV Storage Area.

- (1) The RV storage area is for the use of resident owners only. In the instance of dual ownership, all registered owners must be owner residents of Jupiter Plantation. Any vehicle that enters the RV storage area shall immediately come under the jurisdiction of these rules and regulations.
- (2) The RV storage area is for campers and boat trailers that are registered, insured and in good working order. A current registration and proof of liability insurance in a combined single limit of not less than \$300,000 with the Association named as an additional insured must be presented when entered into an RV storage area lease. These items must be presented again and be current when renewing RV area lease annually. All lessees must sign an indemnification agreement. Jupiter Plantation HOA shall not be responsible for any losses or damages to any property stored in the RV storage area.

- (3) Owners shall maintain their vehicles stored in the RV area in good operation condition at all times. Owners may make MINOR repairs to their vehicles while stores in the RV area. Said repairs may in no way endanger or unduly disturb other vehicles or Jupiter Plantation residents.
- (4) All vehicles shall be secured in their space in a safe manner so they will not cause damage to the RV area or to other vehicles stored within the area. The JPHOA, or its agent, reserves the right to properly secure any vehicle stored in the RV area.
- (5) No one may discard any item in the RV storage area. All refuse must be properly disposed of or placed in trash containers. Owners shall keep the area around their stored item orderly and clean. When leaving the RV area please be sure gate is locked.
- (6) Water and electric service in the RV area is provided by JPHOA. The area is equipped with 15-amp service only and will not accommodate any needs beyond that service. Owners must not be wasteful when using these utilities.
- (7) If an owner's HOA dues or RV space fees or dock slip fees are 60 days or more past due their RV storage agreement shall be revoked. The owners shall have 15 days to remove their vehicle from the RV area or it will be towed at the owner's expense. The owner will not be allowed to put their name on the waiting list for a space until their HOA dues have been paid on time for a minimum of 12 months.
- (8) Selling or leasing of the owners unit will automatically terminate the RV lease agreement and the owner shall have 15 days to remove their vehicle from the RV area. Any items not so removed shall be considered abandoned.
- (9) The Board of Directors, or its agent, shall administer and enforce these rules and regulations. Any violator of these rules is subject to fine, suspension or revocation of RV storage privileges at the discretion of the Board of Directors in compliance with State HOA statutes. All disciplinary actions must be approved by a majority vote of the Board of Directors.

## RV Assignment & Waiting List.

1. The Board of Directors has the exclusive authority to assign and/or reassign all RV spaces and such assignment or reassignment shall be based upon the size of the stored vehicle. No owner is permitted to assign his or her space to another owner.
2. All owners are required to relocate their vehicles within 15 days after notice of reassignment. Failure to relocate a reassigned vehicle will result in the vehicle being subject to revocation of the RV space lease and towing of the vehicle at the owners expense.
3. All owners must use their RV space at least three months of each twelve-month lease in order to maintain their lease. If a space will be vacant more than two months the owner is required to notify the Association and allow the Association to “sublease” the space to another owner. Failure of an owner to make such notification may result in termination of space privileges. Subleases will be offered to those owners on the waiting list in accordance with their position on the list. Refusal to accept or decline a sub-lease shall not remove anyone from his or her position on the waiting list for a primary lease.
4. Any owner sub-leasing an RV space shall be responsible for complying with the RV area rules and regulations and shall be shall be subject to the same registration and insurance requirements as a primary lessee.
5. Each owner desiring to lease an RV space shall be placed on a waiting list upon delivery of a non-refundable \$50.00 deposit to JPHOA. The Board or its agent will notify the owner when a space is available for either a primary or sub lease based on their position on the wait list with first position receiving first offer. The owner must then provide a current valid registration and prod of required insurance within 10 days and take occupancy of the space within 20 days OR elect to have his name moved to the bottom of the list OR elect to have his name removed from the list. EXCEPT, if the space available is not large enough to

accommodate the needs of the owner being offered the space and a reassignment of spaces will not provide a space sufficient for his/her needs, the owner may decline the space without affecting his/her position on the wait list and the space will then be offered to the next person on the wait list.

6. The cost of an RV space will be determined by the Board of Directors and reviewed on an annual basis and approved at the budget meeting of the Board of Directors and shall be effective with the start of the new year. Space rental fees shall be sufficient to cover the cost of maintenance of the RV storage area, electric, water and insurance for the area. The cost of the space shall be the same for either a primary or sub-lease.

k. Tennis Courts.

- (1) Sneakers must be worn at all times on the court.
- (2) Bikes, rollerblades, skateboard etc. are never permitted on the courts.
- (3) Courts must be kept locked when not in use. Check gate when leaving.
- (4) Children under age 12 must be accompanied by an adult (over 18) when using the courts.
- (5) A container is provided for disposing of can tops, canisters, trash etc. so be sure to use it. If the container is not available, please take your trash out with you.

l. Owner/lessee responsibilities.

- (1) Owners and lessees shall be held responsible by the Association or all property damage to the common areas caused by them or their guests. No owner, lessee, their guest or visitors shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.
- (2) No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard, or in the windows of the dwelling or in any of the common areas except a sign not to exceed 6 inches high

by 12 inches long may be placed on the courtyard gate to identify the unit # and owner name.

- (3) Trash shall be placed in receptacles. For sanitary reasons, all trash, except recyclables, shall be in plastic bags and tied securely before being placed in trash receptacles. In no event shall trash be placed for pick up outside of the trash receptacles. Trash should not be put out for collection until after dark the night before pick up before dark on the day of pick up. Any trash receptacles not picked up before dark may be confiscated and the owner will have to pay an administrative fee of \$5.00 for their return.
- (4) All large items that require special pick up shall only be placed outside for collection on the day for which the individual owner has scheduled that pickup. Failure to comply with this provision will result in the owner being fined.
- (5) On the resale of a dwelling the buyer and seller shall comply with the provisions of Article X of this Declaration.
- (6) In addition to the foregoing, all owners and lessees of dwellings in Jupiter Plantation shall abide by the Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws of the Jupiter Plantation Homeowners Association, and the terms of the Declaration of Party Facilities.

m. Fining.

The Association is authorized to levy fines in accordance with Florida law, for violations of the Association's governing documents.

2. Utility Easements. There is hereby created a blanket easement upon, across, over through and under the above described premises for ingress, egress, installing, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the providing utility or services company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved

by the Association. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

## ARTICLE VIII

### PROPERTY AND CASUALTY INSURANCE

Property and casualty insurance on each dwelling structure shall be maintained through the Association. Each homeowner will be assessed semi-annually as a portion of his maintenance for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payment upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such homeowner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the dwelling structures. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the dwelling structure. Each homeowner shall insure any contents placed in the dwelling structure after the closing, as well as any additions made in or to the dwelling structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the homeowners. Such insurance will be handled on the same method as set forth above. In the event of any casualty loss the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf.

## ARTICLE IX

### MORTGAGEE'S RIGHT OF ACCESS

All mortgagees of homeowners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all dwellings upon which they have a mortgage loan.

## ARTICLE X

### CONVEYANCES

In order to assure a community of congenial residents and this protect the value of the dwellings and to further the continuous development of the Jupiter Plantation community, the sale or lease of townhouse units shall be subject to the following provisions:

(1) The townhouse unit owner shall notify the Association in writing of his intention to either sell or lease his townhouse unit and furnish with such notification a copy of the contract for sale or lease, whichever is acceptable.

(2) Upon receipt of the aforementioned, the Association shall without delay issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser of the townhouse unit to furnish the Association with a recorded copy of the deed of conveyance indicating that owner's mailing address for all future maintenance bills and other correspondence from the Homeowners Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute a copy of the rules and regulations of Jupiter Plantation acknowledging that he takes title subject to those rules and regulations which he agrees to abide by. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the new purchaser.

(3) It is not the intention of this Article to grant to the Association a right of approval or disapproval of the purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the townhouse unit owners to keep the Homeowners Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration of covenants which run with the land, any transaction which is conducted without compliance with the Article may be voidable.

## ARTICLE XI

### ADDITIONAL LAND

Additional land may be subjected to the covenants contained in the Declaration by reference hereto, and in such event the owners of property subsequently subjected to these covenants may enforce the same against owners of the Property as though all of the land subject to the covenants was referred to in one Declaration of Restrictive Covenants. It is provided, however, that the Developer shall be under no obligation to subject additional land to the terms of this Declaration.

## ARTICLE XII

### GENERAL PROVISIONS

Notwithstanding, anything stated to the contrary, the Annual Meeting shall be held at such time, location and date during the month of January, as the Board of Directors may determine from time to time. The purpose of the meeting is to elect directors and transact any other business authorized to be transacted by the members

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

2. Amendment. This Declaration may be amended at any time by an instrument signed by the Developer and by not less than fifty-one percent (51%) of the owners. Any amendment must be recorded.

3. Enforcement. The Association, any owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. Limitations. So long as the Developer is in control of the Association and is pursuing the development of Jupiter Plantation, the Association may take no action whatsoever in opposition to the development plan of Jupiter Plantation or to any changes proposed thereto by the Developer.

IN WITNESS WHEREOF, we have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_ president of Jupiter Plantation Homeowners Association a non-profit organization authorized to do business in the State of Florida, to me known to be the individual and officer described in and who executed the foregoing instrument, and severally acknowledged its execution to be his free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the organization.

WITNESS my signature and official seal at \_\_\_\_\_, in the County of Palm Beach, State of Florida, the day and year last aforesaid.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires:



EXHIBIT "A"

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 40 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 36, BEAR DUE EAST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 655.00 FEET; THENCE N 1° 06' 30" E, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING; THENCE BEAR DUE WEST PARALLEL TO AND 30.00 FEET FROM THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 400.00 FEET; THENCE DUE NORTH, A DISTANCE OF 23.54 FEET; THENCE N 60° 56' 43" W, A DISTANCE OF 20.59 FEET; THENCE N 83° 33' 30" W, A DISTANCE OF 62.39 FEET; THENCE N 3° 54' 02" W, A DISTANCE OF 44.10 FEET; THENCE N 4° 30' 50" E, A DISTANCE OF 38.12 FEET; THENCE N 23° 04' 13" E, A DISTANCE OF 58.69 FEET; THENCE N 12° 10' 35" E, A DISTANCE OF 151.71 FEET; THENCE DUE EAST, A DISTANCE OF 58.00 FEET; THENCE N 80° 14' 14" E, A DISTANCE OF 69.00 FEET; THENCE DUE EAST, A DISTANCE OF 30.85 FEET; THENCE N 4° 00' 00" E, A DISTANCE OF 663.87 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 92° 00' 00"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 41.09 FEET AND A CENTRAL ANGLE OF 77° 04' 00"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.26 FEET TO A POINT OF TANGENCY OF SAID CURVE, THENCE RUN N 13° 56' 00" W, A DISTANCE OF 99.54 FEET; THENCE RUN S 85° 41' 30" E, A DISTANCE OF 55.26 FEET; THENCE N 1° 06' 80" E, A DISTANCE OF 210 FEET, MORE OR LESS, TO THE WATERS OF THE LOXAHATCHEE RIVER; THENCE MEANDER EASTERLY ALONG THE SOUTH SHORE OF THE LOXAHATCHEE RIVER TO A POINT, SAID POINT BEING N 01° 06' 20" E FROM THE POINT OF BEGINNING, THENCE S 01° 06' 30" W, A DISTANCE OF 1197 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO DRAINAGE EASEMENT TO THE PUBLIC OVER AND ALONG THE EASTER 35.0 FEET OF THE HEREIN DESCRIBED PROPERTY AND SUBJECT TO AN EASEMENT OVER AND ALONG THE WEST 6.0 FEET OF THE EAST 43 FEET OF THE HEREIN DESCRIBED PROPERTY FOR UTILITY PURPOSES.

CONTAINING 10.2 ACRES, MORE OR LESS.

ARTICLES OF INCORPORATION

OF

JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.

(a corporation not for profit under the laws of the State of Florida)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes as amended, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

A. The purpose for which the Association is organized is to provide an entity to own and operate certain lands located in Palm Beach County, Florida, which lands are to be used in common by all of the members of the Association, which membership shall consist of all of the property owners at Jupiter Plantation. The Association shall be responsible for the management of Jupiter Plantation in keeping with the terms and conditions as set forth in the "Protective Covenants of Jupiter Plantation", and the enforcement of such covenants.

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Protective Covenants for Jupiter Plantation, except as limited by these Articles, and all of the powers and

duties reasonably necessary to operate the Jupiter Plantation property pursuant to the Protective Covenants and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against homeowners to defray the costs and expenses of the Jupiter Plantation property.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the property of the Association.
4. To make and collect assessments against homeowners to purchase insurance upon the property of the Association and insurance for the protection of the Association and its members, as well as purchasing casualty insurance covering each of the homes in Jupiter Plantation in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. These insurance costs are shown in the operating budget for the Association and such assessments shall be due and payable when billed.
5. Interest, late fees, application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest or be subject to late fees, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. Additionally, all sums not paid on or before thirty (30) days after the due date shall be subject to a late fee in the amount of Fifty Dollars (\$50.00) or such other amount as determined by the Board from time to time. All payments upon account shall be first applied to interest, then late fees and attorney fees, and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such homeowner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees, interest, and late fees, incurred by the Association incident to the collection of such assessment or enforcement of such lien.
6. To reconstruct the improvements after casualty and to further improve the property.
7. To make and amend reasonable regulations regarding the use of the property of the Association, provided, however, that all such regulations and their amendments shall be approved by not less than fifty-one (51%) percent of the votes of the entire membership of the entire Association before such shall become effective.
8. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Protective Covenants of Jupiter Plantation to have the approval of the Board of Directors of the membership of the Association.

9. To employ personnel to perform the services required for proper operation of the Association property.

C. The Association shall not have the power to purchase a home at Jupiter Plantation except as sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid not more than the amount secured by its lien.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Protective Covenants of Jupiter Plantation, these Articles of Incorporation and the By-Laws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Protective Covenants of Jupiter Plantation.

#### ARTICLE IV

##### MEMBERS

A. The members of the Association shall consist of all of the record owners of homes at Jupiter Plantation. Such membership shall be evidenced by delivery of a membership certificate at the time of closing on the home.

B. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a home in Jupiter Plantation and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated, at which time the Association shall issue a new membership certificate.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his home.

D. The owner of each home shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of a home and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

#### ARTICLE V

##### DIRECTORS

A. The affairs of the Association will be managed by a board consisting of the number of directors as determined by the By-Law, not less than three (3) directors, and in the absence of such determination shall consist of five (5) directors. Directors need not be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The first election of directors shall not be held until after the Developer has closed the sales of all of the homes at Jupiter Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur. The directors names in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JEFFREY GABSTER, 825 Center Street, Jupiter, Florida

SHERRI LEE, 825 Center Street, Jupiter, Florida

AUBREY FERNANDER, 825 Center Street, Jupiter, Florida

#### ARTICLE VI

#### OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

JEFFREY GABSTER – President – 825 Center Street, Jupiter, Florida

AUBREY FERNANDER – Vice-President – 825 Center Street, Jupiter, Florida

SHERRI LEE – Secretary-Treasurer – 825 Center Street, Jupiter, Florida

#### ARTICLE VII

#### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE VIII

### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

## ARTICLE IX

### AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

1. Such approvals must be by not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association; or

2. By not less than 51% of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members.

## ARTICLE X

### TERM

The term of the Association is perpetual.

## ARTICLE XI

### INCORPORATORS

The names and address of the incorporators of these Articles of Incorporation are as follows:

JEFFREY GABSTER                      825 Center Street, Jupiter, Florida

SHERRI LEE                              825 Center Street, Jupiter, Florida

AUBREY FERNANDER                  825 Center Street, Jupiter, Florida

ARTICLE XII

REGISTERED AGENT AND OFFICE

The initial registered office of the corporation shall be located at 825 Center Street, Jupiter, Florida. The initial Registered Agent at said address shall be JEFFREY GABSTER.

IN WITNESS WHEREOF, the incorporators have affixed their signatures this 23 day of March, 1978.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JEFFREY GABSTER

\_\_\_\_\_

SHERRI LEE

\_\_\_\_\_

AUBREY FERNANDER

## BY-LAWS

### JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.

(a corporation not for profit under the laws of the State of Florida)

#### ARTICLE I

##### IDENTITY

These are the By-Laws of JUPITER PLANTATION HOMEOWNERS, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 31<sup>st</sup> day of March, 1978. The Association has been organized for the purpose of owning and operating certain lands located in Palm Beach County, Florida, which lands are to be used in common by all of the members of the Jupiter Plantation Homeowners Association, Inc., which members shall all be property owners at Jupiter Plantation. Such operation by the Association shall include the management of Jupiter Plantation in keeping with the terms and conditions as set forth in the "Protective Covenants of Jupiter Plantation", and the enforcement of such covenants.

A. The office of the Association shall be at 825 Center Street, Jupiter, Palm Beach County, Florida, 33458.

B. The fiscal year of the Association begins on April 1 and continues through and including March 31 of each year.

C. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of the incorporation, an impression of which is as follows:

#### ARTICLE II

##### MEMBER'S MEETING

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 p.m., Eastern Standard Time, on December 1 of each year, Saturdays, Sundays and legal holidays excepted. If December 1 falls on such a day, then the meeting shall take place as described above on the first day after December 1 which is not a Saturday, Sunday or legal holiday. The purpose of the meeting is to elect directors and transact any other business authorized to be transacted by the members.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers



upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire community.

C. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. Quorum at member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

E. Voting.

1. In any meeting of members the owners of each home shall be entitled to cast one vote as the owner of a home unless the decision to be made is elsewhere required to be determined in another manner.

2. If a home is owned by one person, his right to vote shall be established by the record title to his home. If a home is owned by more than one person, or is under lease, the person entitled to cast the vote for the home shall be designated by a certificate signed by all of the record owners of the home and filed with the Secretary of the Association. If a home is owned by a corporation, the person entitled to cast the vote for the home shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home concerned. A certificate designating the person entitled to cast the vote of a home may be revoked by any owner of a home. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings and, as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Proviso. Provided, however, that until the Developer of Jupiter Plantation has completed all of the contemplated improvements and closed the sales of all of the homes located at Jupiter Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

### ARTICLE III

#### DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of five (5) directors.

B. Election of Directors

1. Election of directors to those directorships open for election shall be held at the annual members' meeting. Each director elected shall serve a two- year term of office. Where the terms of office are to begin in an odd- numbered calendar year, three (3) directors shall be elected; where the terms of office are to begin in an even-numbered calendar year, two (2) directors shall be elected. At the 1982 annual members' meeting three (3) directors shall be elected to serve two-year terms of office. If this amendment shall have been passed and adopted at the 1982 annual members' meeting after the election of directors, then three (3) of the five (5) directors elected at that meeting shall be chosen by majority vote of the members present in person or by proxy to serve two-year terms of office, the remaining two (2) directors elected at the 1982 annual members' meeting to serve the one-year terms of office for which they are elected.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each directorship open for election at the annual meeting. Other nominations may be made from the floor.

C. Term of Office. The terms of each director's service shall be the two (2) calendar years following his or her election and subsequently until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided. At the 1982 annual members' meeting three (3) directors shall be elected to serve in accordance with this paragraph and two (2) directors elected to serve one-year terms of office.

D. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer at directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officers, the directors present shall designate one of their number to preside.

L. The order of business at directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by the members.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by homeowners when such is specifically required.

#### ARTICLE V

##### OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President, in the absence of disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except for those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association.

## ARTICLE VI

### FISCAL MANAGEMENT

The provisions for fiscal management of the association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessment for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting procedure as follows:

1. Current expense.
2. Reserve for deferred maintenance.
3. Reserve for replacement.
4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.
5. Operation, the amount of which may be to provide a working fund or to meet losses.
6. Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by homeowners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all homes at Jupiter Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.
7. Copies of the budge and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the homeowners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does not exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessments for the remaining portion of the

calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the next date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

D. Acceleration of assessment installments upon default. If a homeowner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the homeowner and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the homeowner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the homeowners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the homeowners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## ARTICLE VII

### PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or

2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however, that no amendments shall discriminate against any homeowner nor against any home or class or group of homes unless the homeowners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of JUPITER PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on the 31 day of March, 1978.

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President

JUPITER PLANTATION HOMEOWNER'S  
ASSOCIATION, INC.

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Secretary