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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

78 47038

JUPITER PLANTATION

THIS DECLARATION; made this 23rd 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 interests 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 there-to, 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 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 leasee 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 to 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 area is damaged or destroyed by an owner or any of his guests,

tenants, licensees, agents or member of his family, such owner does hereby authorize 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 area.

## 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.

(c) 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 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 of 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 or chargeable to the former homeowner of such dwelling which became due prior to acquisition of title as a result of foreclosure until said 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 provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction 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) No homeowner shall in any way deface or change the color of the exterior of his home. Exterior walls, roof and fencing around the courtyard are to be maintained by each homeowner in quality condition at all times. Failure to maintain the dwelling in such manner will result in a thirty (30) day notice to the owner from the Association setting forth the items to be corrected. In the event the 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. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the homeowners. The expense of such maintenance shall be borne equally by the homeowners. 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 owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one 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 wilful 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 mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowners. The Association shall have the right to file a lien for non-payment of such charges in which

event the homeowner shall be responsible for attorney's fees and costs. 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. The screened patio portion in each townhouse courtyard shall be uniform.

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

(a) No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

(b) 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. Pets shall be restricted to no more than two (2) pets per dwelling. A pet shall mean a dog or cat which shall not exceed twenty (20) pounds.

(c) Pets shall be on a leash at all times as is required by the Leash Law for the Town of Jupiter. Dogs shall not be walked on grass other than immediately surrounding the owners courtyard. Pets found running loose shall be reported to the Town of Jupiter and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If, after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violations, the Association shall have the right to impose a fine of fifty dollars (\$50.00) on said unit owner. The fifty dollars (\$50.00) shall be deposited to the general maintenance account of the Association. In the event that the fifty dollar (\$50.00) fine is not promptly paid, then the Association shall also have the right to seek appropriate legal action against the said owner in order to obtain payment of the fifty dollar (\$50.00) fine and, in addition, shall be entitled to a judgment for all fees and costs incurred in such action.

(d) Trash shall be placed in receptacles. For sanitary reasons, all trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles. In no event shall trash be placed outside of the trash receptacles.

(e) On any re-sale of a dwelling the buyer and seller shall comply with the provisions of Article X of this Declaration.

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

(g) No clothes or similar articles shall be hung on balconies or outdoors for any purposes whatsoever, except within owner's courtyard below height of fence.

(h) Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. In the event that such items are impounded by the Association, the homeowner will be assessed a fee of \$5.00 for their release.

(i) There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.

(j) Trucks, vans, motorcycles, boats, trailers, motor homes, buses, and other such vehicles shall not be allowed to park overnight on areas within the confines of Jupiter Plantation. All motor vehicles must be maintained as to not create an eyesore



in the community. If, upon receipt from the Association, an offending owner does not remove the vehicle from the Jupiter Plantation property, the Association shall have the right to have the vehicle towed away at the owner's expense. In the event that 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 involved in having the vehicle towed away, or file the appropriate legal proceedings to recover all sums expended from the owner, together with all fees and costs in maintaining such action.

(k) Parents and lessees shall be held responsible by the Association for all property damage to common areas.

(l) 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.

(m) Homeowners may install hurricane shutters, however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and can be completely removed thereafter.

(n) In addition to the foregoing, all owners and lessees of dwellings in Jupiter Plantation shall abide by the Declaration of Covenants and Restrictions for Jupiter Plantation and the Articles of Incorporation, and By-Laws of the Jupiter Plantation Homeowners Association, Inc., and the terms of the Declaration of Party Facilities.

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 Developer or the providing utility or service 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 Developer. 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 VII

### COMMON PROPERTY REAL ESTATE TAXES

The Association shall be billed annually by the Palm Beach County Tax Collector's office for the real estate tax on the property owned by the Association. Each homeowner shall be responsible for an equal share of that tax. The Association shall bill each homeowner for his equal share of the total bill. The bill from the Association must be paid within thirty (30) days from its date. If it is not paid within thirty (30) days, interest shall be charged at the rate of ten percent (10%) per annum from its date until paid. The Association shall have the right to pay the homeowners share of the tax and to file a lien against the property of such homeowner who shall fail to make the required payment. Said lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of the bill or enforcement of the lien.

## 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 in 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 thus 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 applicable.

(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 Associations 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 Associations 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 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 this Article may be voidable.

#### ARTICLE XI

##### ADDITIONAL LAND

Additional land may be subjected to the covenants contained in this 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

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 23rd day of March, 1978.

Witnesses:

LANDIN, LTD.

Landin M. Shuckman  
Sherry Lee

By [Signature]  
Vice-President  
JEFFREY GABSTER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 23 day of March, 1978, before me personally appeared Jeffrey Gabster, V. President of LANDIN, LTD., a North Carolina corporation 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 corporation.

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

William L. Price  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 24, 1980  
Bonded By American Fire & Casualty Company.

This Instrument  
Prepared by: William Brant  
330 Federal Highway  
✓ Lake Park, Florida

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 30.61 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 60.00 FEET; THENCE N 12°15'53" W, 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 1°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°06'30" 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 EASTERN 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.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

PALM OFF  
BEACH REC 2834 PAGE 433

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clark Circuit Court

78 47039

DECLARATION OF PARTY FACILITIES  
FOR JUPITER PLANTATION  
Located in Section 36  
Township 40 South, Range 42 East  
Palm Beach County, Florida  
Public Records

THIS DECLARATION, made this 23rd day of March, 1978, by  
LANDIN, LTD., a North Carolina corporation authorized to do  
business in the State of Florida,

W I T N E S S E T H:

WHEREAS, Declarant, LANDIN, LTD., a North Carolina corporation,  
is the owner in fee simple of the property described in Schedule "A"  
situate and being in the Town of Jupiter, Palm Beach County, Florida,  
and,

WHEREAS, Declarant is desirous of constructing upon the afore-  
said property buildings containing four separate townhouse units  
connected by common walls as shown on Schedule "A" attached; and,

WHEREAS, such buildings are designated to be occupied solely by  
four single families living independently of each other; and,

WHEREAS, each such townhouse unit will share common walls with  
the adjacent townhouse unit and each such common wall will be  
located on an imaginary line, being more particularly described in  
Schedule "A", which is attached hereto and made a part hereof; and,

WHEREAS, Declarant is desirous of declaring each of the above-  
described common walls, to be a party wall; and,

78 MAR 29 PM 2:26

25.60

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees of the above-described townhouse units pertaining to said party walls; and,

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of the buildings containing four separate townhouse units, to be constructed on the aforesaid property:

1. The common walls shared by the townhouse units, and located on an imaginary line as more particularly described in Schedule "A" which is attached hereto and made a part hereof, shall be party walls for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s) and each townhouse owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever

any such wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) homeowner, any expense incidental thereto shall be borne solely by such wrongdoer. If a homeowner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other homeowner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a homeowner shall give, or shall have given, a mortgage or mortgages upon his townhouse, 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 mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowners. If a homeowner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent homeowner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any homeowner removing his improvements from the party wall or making use of the



party wall shall do so in such manner as to preserve all right of the adjacent homeowner in the wall, and shall save the adjacent homeowner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above described lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant

running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one homeowner's property by any of the other homeowners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage and Property Owners' Association.

7. There shall be an easement granted wherever necessary to those companies furnishing utilities to Jupiter Plantation townhouse units enabling them to place centralized meters on the exterior wall of any of the townhouse units. There shall also be an easement to those companies permitting their utility lines to run beneath each townhouse unit as needed, and Jupiter Plantation Homeowners' Association, Inc. shall maintain and repair or replace such utility lines at its expense if required.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this 23rd day of March, 1978.

Signed, sealed and delivered  
in the presence of:

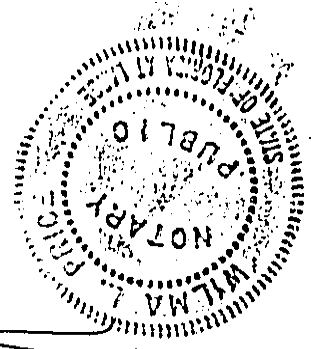
Sherry Lee

Sandra M. Sheehan



LANDIN, LTD.

JEFFREY GABSTER, Vice-President



STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JEFFREY GABSTER, Vice-President of LANDIN, LTD., a North Carolina corporation authorized to do business in the State of Florida, to me well known to be the person described in and who executed the foregoing, and acknowledged before me that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and that he affixed thereto the corporate seal of said corporation; all under authority vested in said officer by the Board of Directors of said corporation.

WITNESS my hand and official seal this 23rd day of March, 1978.

  
William L. Price  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 24, 1980  
Bonded By American Fidelity & Casualty Company

This Instrument  
Prepared By: William Brant /  
330 Federal Highway /  
Lake Park, Florida

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 60.00 FEET; THENCE N 12°15'53" W, A DISTANCE OF 23.54 FEET; THENCE N 60°56'43" W, A DISTANCE OF 20.59 FEET; THENCE N 83°13'30" 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 1°00'00" E, A DISTANCE OF 664.87 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°06'20" 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 EASTERN 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.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

PALM OFF  
BEACH REC 2834 PAGE 440

Improvements shown do not exist as of date of survey and are shown for information only.

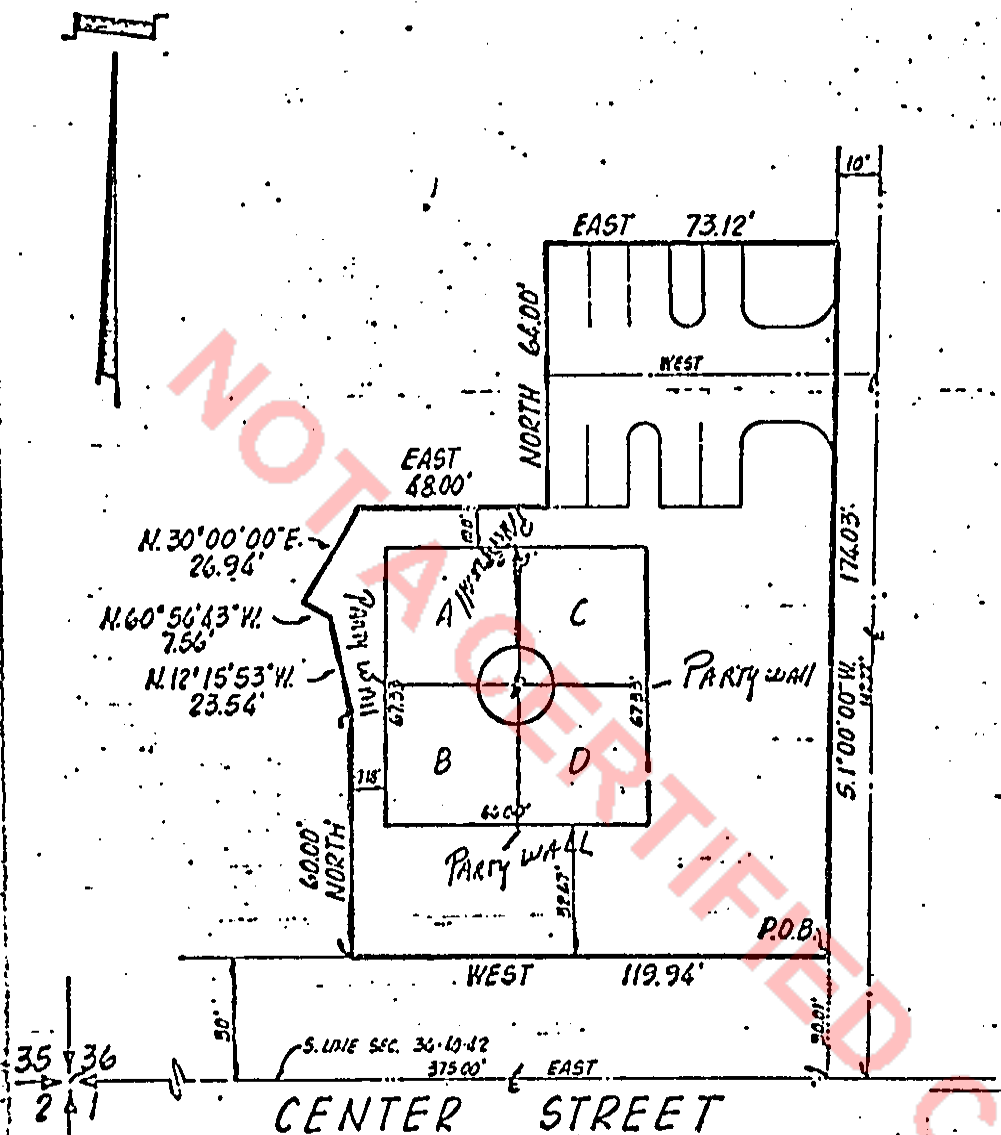


EXHIBIT A

JUPITER  
PLANTATION

Record Verified  
Palm Beach County, Fla.  
John B. Dunkle  
Clerk Circuit Court

DECLARATION OF PARTY FACILITIES  
FOR JUPITER PLANTATION, PHASE NO. 3  
Located in Section 36  
Township 40 South, Range 42 East  
Palm Beach County, Florida  
Public Records

THIS DECLARATION, made this 9th day of July, 1979, by  
LANDIN, LTD., a North Carolina Corporation authorized to do business  
in the State of Florida,

W I T N E S S E T H:

WHEREAS, Declarant, LANDIN, LTD., a North Carolina corporation,  
is the owner in fee simple of the real property described in Jupiter  
Plantation Plat No. 3, according to the Plat thereof on file in the office  
of the Clerk of the Circuit Court in and for Palm Beach County, Florida,  
in Plat Book 37, Page 103, and, 104.

WHEREAS, Declarant is desirous of constructing upon the afore-  
said property buildings containing four separate townhouse units  
connected by common walls as shown on Schedule "A" attached; and,

WHEREAS, such buildings are designated to be occupied solely by  
four single families living independently of each other; and,

2260 WHEREAS, each such townhouse unit will share common walls with  
the adjacent townhouse unit and each such common wall will be located on  
an imaginary line, being more particularly described in Schedule "A",  
which is attached hereto and made a part hereof; and,

WHEREAS, Declarant is desirous of declaring each of the above-  
described common walls, to be a party wall; and,

THIS INSTRUMENT PREPARED BY:  
WILLIAM BRANT  
330 U.S. # 1  
LAKE PARK, FLORIDA, 33403

-1-

Please return to:  
Landin Ltd.  
825 Center Street  
Jupiter, Florida 33458

OFF REC 3098 PG 1671

79 123961

1979 JUL 16 PM 3:33

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees of the above-described townhouse units pertaining to said party walls; and,

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of the buildings containing four separate townhouse units, to be constructed on the aforesaid property:

1. The common walls shared by the townhouse units, and located on an imaginary line as more particularly described in Schedule "A" which is attached hereto and made a part hereof, shall be party walls for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s) and each townhouse owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever

any such wall or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) homeowner, any expense incidental thereto shall be borne solely by such wrongdoer. If a homeowner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other homeowner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a homeowner shall give, or shall have given, a mortgage or mortgages upon his townhouse, 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 mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowners. If a homeowner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent homeowner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any homeowner removing his improvements from the party wall or making use of the



party wall shall do so in such manner as to preserve all right of the adjacent homeowner in the wall, and shall save the adjacent homeowner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above described lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant

running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one homeowner's property by any of the other homeowners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage and Property Owners' Association.

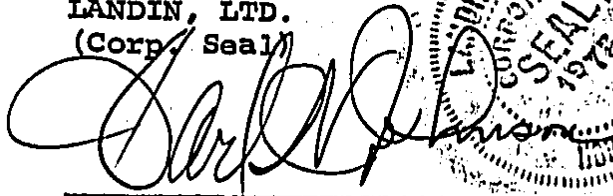
7. There shall be an easement granted wherever necessary to those companies furnishing utilities to Jupiter Plantation townhouse units enabling them to place centralized meters on the exterior wall of any of the townhouse units. There shall also be an easement to those companies permitting their utility lines to run beneath each townhouse unit as needed, and Jupiter Plantation Homeowners' Association, Inc. shall maintain and repair or replace such utility lines at its expense if required.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10<sup>th</sup> day of July, 1979.

Signed, sealed and delivered in the presence of:

Etta K. Boost  
Kay C. Anderson

LANDIN, LTD.  
(Corp. Seal)



CARL W. JOHNSON, President

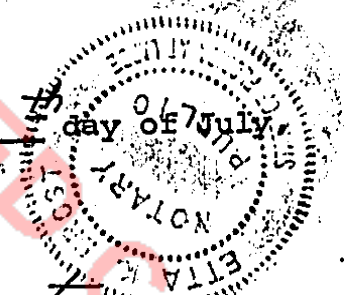


STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared  
CARL W. JOHNSON, President of LANDIN, LTD., a North Carolina  
corporation authorized to do business in the State of Florida, to  
me well known to be the person described in and who executed the  
foregoing, and acknowledged before me that he executed the same  
freely and voluntarily on behalf of said corporation for the purposes  
therein expressed and that he affixed thereto the corporate seal of  
said corporation; all under authority vested in said officer by the  
Board of Directors of said corporation.

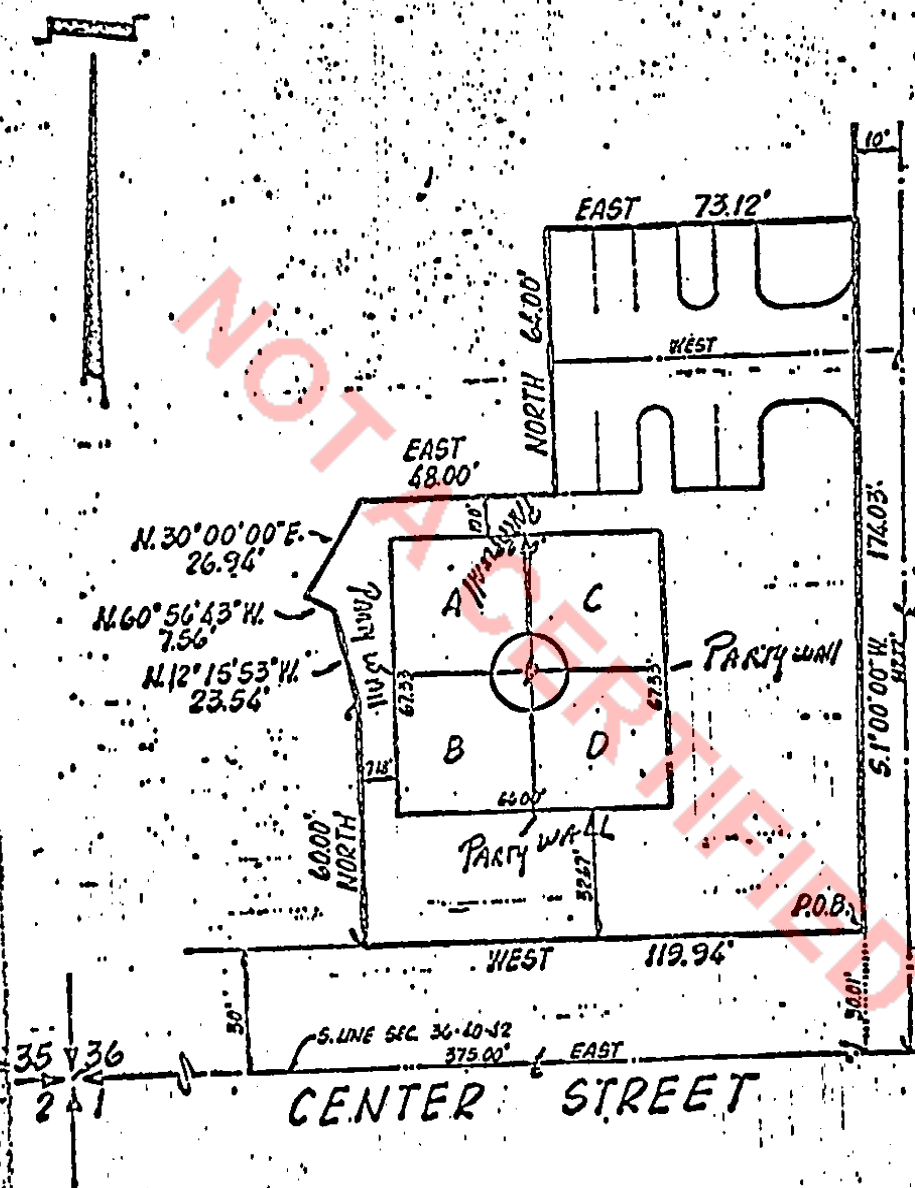
WITNESS my hand and official seal this 10 day of July,  
1979.

  
Etta K. Brist  
Notary Public, State of Florida at Large

My Commission Expires:

My Commission Expires July 20, 1980  
Bonded By American Eas A Casualty Company

Improvements shown do not exist as of date of survey and are shown for information only.



SCHEDULE A

JUPITER  
PLANTATION

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Record Verified  
Palm Beach County, Fla.  
John B. Bunkle  
Clerk Street Court

FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR JUPITER PLANTATION

WHEREAS, the Declaration of Covenants and Restrictions for Jupiter Plantation pertaining to lands described in Exhibit "A" attached thereto and dated March 23, 1976, was recorded on March 29, 1978, in Official Record Book 2834, Page 422, public records of Palm Beach County, and,

WHEREAS, pursuant to Article XII of said Declaration, the Developer and 51% of the owners of the lands described in said Declaration desire to amend sub-paragraphs 2 and 3 of said Article XII thereof.

NOW, THEREFORE, this First Amendment to the Declaration of Covenants and Restrictions for Jupiter Plantation is hereby made by Landin, Ltd., a North Carolina Corporation authorized to do business in the State of Florida as follows:

1. Article VIII is hereby amended by adding thereto the following:

Further, all insurance proceeds payable as the result of any casualty loss shall be paid to the mortgagee of record, if any, as its interest may appear.

2. Sub-paragraphs 2 and 3 of Article XII are hereby amended to read as follows:

"ARTICLE XII  
GENERAL PROVISIONS

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

3. Enforcement. The Association, any mortgagee of record, 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."

3. The undersigned Corporation is the Developer of the premises and owns more than fifty-one percent (51%) of the real property under this Declaration, and meets the requirements for amendment pursuant to Article XII of the Declaration.

IN WITNESS WHEREOF, we have set our hands and seals this 22 day of May, 1978.

WITNESSES:

*R. L. Lowery*  
*Sherry Lee*

LANDIN, LTD.  
By *[Signature]*  
President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 22 day of May, 1978, before me personally appeared CARL W. JOHNSON, President of Landin, Ltd., a North Carolina Corporation 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 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 corporation.

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

Wilma L. Price  
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 24, 1980  
Bonded By American Fire & Casualty Company

This Instrument ✓  
Prepared by: William Brant  
330 Federal Highway  
Lake Park, Florida

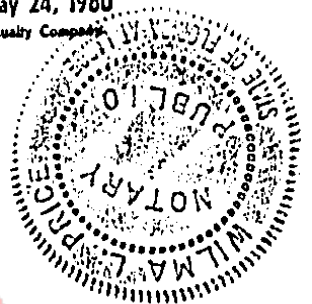




EXHIBIT "A"

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 30.61 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 60.00 FEET; THENCE N 12°15'53" W, 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 1°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°06'30" 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 EASTERN 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.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

PALM OFF  
BEACH REC 2865 PAGE 1876

Record Verified  
Palm Beach County, Fla  
John D. Dunkle  
Clerk Circuit Court

AMENDMENT TO DECLARATION OF PARTY  
FACILITIES FOR JUPITER PLANTATION

WHEREAS, Landin Ltd., a North Carolina Corporation, caused to be filed of record a Declaration of Party Facilities pertaining to Jupiter Plantation as to lands described therein as Exhibit and now described as the Plat of Jupiter Plantation as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, and,

WHEREAS, Landin Ltd. desires to impose the same requirements as contained in said Declaration to lands described in the Plat of Jupiter Plantation, Phase 2, as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 36, Pages 3 and 4.

NOW, THEREFORE, it is hereby declared by the undersigned that the Declaration of Party Facilities for Jupiter Plantation as recorded in Official Record Book 2834, Page 434, public records of Palm Beach County, Florida, shall apply and be a restriction upon the following described lands as if fully and completely set out herein:

The Plat of Jupiter Plantation, Phase 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 36, Pages 3 and 4.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized

Officer to execute these presents this \_\_\_\_ day of November, 1978.

WITNESSES:

Carolyn Chy  
Catherine Skerrock

STATE OF FLORIDA  
COUNTY OF PALM BEACH

LANDIN LTD.  
By Carl Johnson  
Carl Johnson, President

The foregoing instrument was acknowledged before me, the undersigned authority, this 16<sup>th</sup> day of November, 1978, by CARL JOHNSON, as President of Landin Ltd., to me known to be the person who executed the foregoing presents by and on behalf of said Corporation.

THIS INSTRUMENT PREPARED BY:  
William Brant

330 Federal Highway  
Lake Park, Florida 33403

OFF. REC. 2959 PAGE 646

Record Verified  
Palm Beach County, Fla.  
John D. Dunbar,  
Clerk Circuit Court

Carolyn Chy  
Notary Public, State of Florida at Large  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 8, 1980  
Bonded by American Fire & Casualty Co.



SECOND AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JUPITER PLANTATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions of Jupiter Plantation was filed pertaining to lands described in the Plat thereof as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, in Official Record Book 2834, Page 422, public records of Palm Beach County, Florida, and said Declaration of Covenants and Restrictions was amended by the First Amendment thereto as recorded in Official Record Book 2865, Page 1874, public records of Palm Beach County, Florida, and,

WHEREAS, pursuant to the said Declaration of Covenants and Restrictions and as amended as set forth above, Landin Ltd., a North Carolina Corporation authorized to do business in the State of Florida, desires to amend said Declaration of Covenants and Restrictions as follows:

NOW, THEREFORE, the Second Amendment to the Declaration of Covenants and Restrictions of Jupiter Plantation is made as follows:

The last sentence of Sub-paragraph (b) of Section VI of said Declaration is hereby amended by substituting in the place and stead thereof the following:

1. A pet shall mean a dog or cat which shall not exceed forty (40) pounds.
2. The Declaration of Covenants and Restrictions as recorded in Official Record Book 2834, Page 422, public records of Palm Beach County, Florida, together with the First Amendment thereof as recorded in Official Record Book 2865, Page 1824, public records of Palm Beach County, Florida, and the Amendment as set forth in the first paragraph hereof be and the same is hereby amended to include the following described lands:

All lands located in and described in the Plat of Jupiter Plantation, Phase 2, as recorded in Plat Book 36, Pages 3 and 4, public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized

Officer to execute these presents this 16 day of November, 1978.

WITNESSES:

Catherine Skurrock  
Carolyn Elg

LANDIN LTD.  
BY Carl Johnson  
Carl Johnson, President

78 183459

1978 NOV 16 PM 12:04

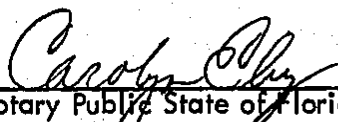
CARL JOHNSON  
JUPITER PLANTATION  
825 CENTER ST.  
JUPITER

7.60

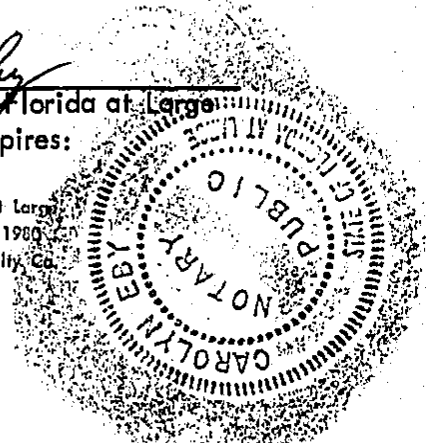
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, the undersigned authority, this 16<sup>th</sup> day of November, 1978, by CARL JOHNSON, President of Landin, Ltd., to me known to be the person who executed the foregoing presents by and on behalf of said Corporation.

This Instrument Prepared by:  
William Brant  
330 Federal Highway  
Lake Park, Florida 33403

  
Notary Public State of Florida at Large  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 8, 1980  
Bonded by American Fire & Casualty Co.



-2-

NOT A CERTIFIED COPY

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JUPITER PLANTATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions of Jupiter Plantation was filed pertaining to lands described in the Plat thereof as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, in Official Record Book 2834, Page 422, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was amended by the First Amendment thereto as recorded in Official Record Book 2865, Page 1874, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Second Amendment thereto as recorded in Official Record Book 2959, Page 644, Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to the said Declaration of Covenants and Restrictions as amended as set forth above, Landin, Ltd., a North Carolina corporation authorized to do business in the State of Florida, the Developer, desires to amend said Declaration of Covenants and Restrictions,

NOW THEREFORE, the Third Amendment to the Declaration of Covenants and Restrictions of Jupiter Plantation is made as follows:

1. Article VI(1)(d)(2)(j) of said Declaration is hereby amended by substituting in the place and stead thereof the following:

(j) Trucks, motorcycles, boats, trailers, motor homes, and commercial vehicles with the exception of automobiles, personal 1/2 ton pickup trucks not exceeding eighteen (18) feet in length, and personal 1/2 ton vans not exceeding eighteen (18) feet in length, shall not be allowed to park overnight on areas within the confines of Jupiter Plantation. Motorcycles may only be parked within the confines of owners' courtyards. All motor vehicles must be maintained as to not create an eyesore in the community. Vehicles incapable of operation due to mechanical or other disability must be removed by owner within forty-eight (48) hours. If, upon receipt of notice from the Association an owner does not remove such vehicles from Jupiter Plantation property, the Association shall have the right to have the vehicle towed away at the owner's expense. In the event that

the owner refuses to pay such costs, the Association may, at its option, impose a lien on said owner's property in the amount of the costs involved in having the vehicle towed away, or file the appropriate legal proceedings to recover all sums expended from the owner, together with all fees and costs in maintaining such action.

2. Article VI (1) (d) (2) (m) of said Declaration is hereby amended by substituting in the place and stead thereof the following:

(m) Townhouse unit owners may install hurricane shutters in locations and only of one type and design as approved in writing by Developer or Association's Board of Directors prior to installation.

3. Article X (1) of said Declaration is hereby amended by substituting in the place and stead thereof the following:

(1) The townhouse unit owners shall notify the Association in writing of their intentions to either sell or lease their townhouse units and furnish with such notification a copy of the contract for sale or lease, whichever is applicable. A Twenty-Five Dollar (\$25.00) processing fee shall accompany all applications of a unit owner to lease or sell his townhouse unit. Failure to timely pay said processing fee may result in the sale or lease being declared null and void. The Association may bring an action at law or in equity against the townhouse unit owner to enforce the provision of this paragraph and the prevailing party shall be entitled to recover costs and reasonable attorney's fees attributable thereto.

4. Article IV of said Declaration is hereby amended by adding the following:

7. Storage Area. The open, fenced storage area at Jupiter Plantation is for the exclusive use of owner occupants or tenant occupants property qualified under this Declaration or other rules and regulations of the Association. This area shall be available solely for storage of boats on trailers, trailers and recreational vehicles. Storage of industrial or commercial equipment shall not be allowed. Such storage shall be limited to one (1) item per residential unit owned, and shall be on a first come - first served basis with no reservation as to any particular storage space granted by prior use. The Association shall not be responsible for theft or other damage to stored items. Users of the storage space must present proof of insurance to the Association and agree to indemnify the Association from the expense of judgments, claims or other damage or expense.

IN WITNESS WHEREOF, we have set our hands and seals this 2nd day of JUNE, 1980.

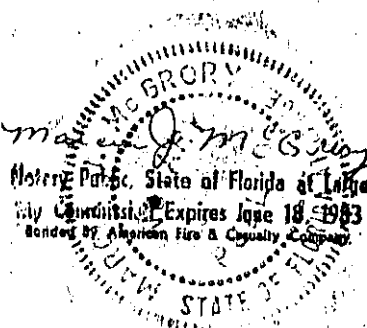
WITNESSES:

*Linda S. Ellenderg*  
*Barbara L. Yarnick*

LANDIN, LTD.

By:

*Carl W. Johnson*  
CARL W. JOHNSON, PRESIDENT



Sworn to and subscribed before me this 2nd day of June, 1980, PERSONALLY APPEARED CARL W. JOHNSON, PRESIDENT OF LANDIN, LTD.

STATE OF Florida  
COUNTY OF Palm Beach

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

LANDIN, LTD.  
PREPARED BY: ANITRA TENSLETON  
HOME FEDERAL BLDG.  
U.S. 1 AND INDIANTOWN  
JUPITER, FLA. 33458

B3448 P1122

FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JUPITER PLANTATION

---

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions of Jupiter Plantation was filed pertaining to lands described in the Plat thereof as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, in Official Record Book 2834, Page 422, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was amended by the First Amendment thereto as recorded in Official Record Book 2865, Page 1874, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Second Amendment thereto as recorded in Official Record Book 2959, Page 644, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Third Amendment thereto as recorded in Official Record Book 3448, Pages 1121 and 1122, Public Records of Palm Beach County, Florida;

960 WHEREAS, said Declaration of Covenants and Restrictions was further amended by a Certificate of Amendment together with Exhibit "A" to that Certificate as recorded in Official Record Book 3449, Pages 0780 through 0782, Public Records of Palm Beach County, Florida;

WHEREAS, after two special members' meetings were properly called and noticed in accordance with Article II, D of the By-Laws of Jupiter Plantation Homeowners' Association, Inc., as amended by the last-named Certificate of Amendment above, and there failed to be present at both meetings a quorum either in person or by proxy, the objects for which the meetings were called were voted upon by the Board of Directors and passed by a unanimous decision of the Board, all of whom were present and voted;

82 178128

1982 NOV -9 PM 3:08

B3822 P1708



IT was resolved that the following amendments to the By-Laws of the Jupiter Plantation Homeowners' Association, Inc. were adopted and approved:

1. Article I, B is amended to read:

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

2. Article II, A is amended to read:

"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."

JUPITER PLANTATION HOMEOWNERS' ASSOCIATION, INC.

John F. Summel  
Witness

By: Robert J. Ratigan (SEAL)  
Robert J. Ratigan, President

Patricia Ann Amos  
Witness

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 22nd day of October, 1982 by ROBERT J. RATIGAN, President of Jupiter Plantation Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

WITNESS my hand and official seal this 22nd day of October, 1982.

Paul M. Sullivan, Jr.  
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 25, 1984  
Bonded By SAFECO Insurance Company of America

This instrument prepared by Paul M. Sullivan, Jr., Esq.  
and return to: Suite 816, Forum III  
1655 Palm Beach Lakes Blvd.  
West Palm Beach, FL 33401

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

SEVENTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
JUPITER PLANTATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions of Jupiter Plantation was filed pertaining to lands described in the plat thereof as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, in Official Record Book 2834, Page 422, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was amended by the First Amendment thereto as recorded in Official Record Book 2865, Page 1874, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Second Amendment thereto as recorded in Official Record Book 2959, Page 644, Public Records of Palm Beach County, Florida;

9.60 WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Third Amendment thereto as recorded in Official Record Book 3448, Pages 1121 and 1122, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by a Certificate of Amendment together with Exhibit "A" to that Certificate as recorded in Official Record Book 3449, Pages 0780 through 0782, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Fifth Amendment thereto as recorded in Official Record Book 3822, Pages 1708 and 1709, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Sixth Amendment thereto as recorded in Official Record Book 3874, Pages 1455 through 1457 inclusive, Public Records of Palm Beach County, Florida;

83 079874

83 MAY -3 AM 10:58

83933 P:1454

WHEREAS, at a duly noticed special members' meeting on March 22, 1983, there was found to be a quorum present and a vote in person or by proxy in excess of 51% of all members of the Jupiter Plantation Homeowners' Association, Inc., in favor of the following amendment to the Articles of Incorporation of Jupiter Plantation Homeowners' Association, Inc.,

IT was resolved that the following amendment to the Articles of Incorporation of the Jupiter Plantation Homeowners' Association, Inc. was adopted and approved:

Article III, B(7), of the Articles of Incorporation of Jupiter Plantation Homeowners' Association, Inc., is amended to read as follows:

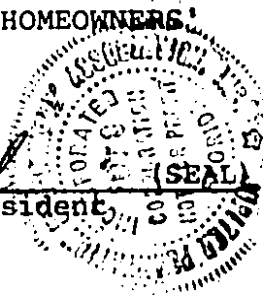
7. To make and amend reasonable regulations regarding the use of the property of the Association, provided, however, that all such regulations and their amendments shall be approved by not less than Fifty-One (51%) Percent of the votes of the entire membership of the Association before such shall become effective.

Lorraine D. Simpson  
Witness

JUPITER PLANTATION HOMEOWNERS'  
ASSOCIATION, INC.

Patricia C. Leitchaugh  
Witness

By: John F. Rummel  
John F. Rummel, President



STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 22nd day of April, 1983 by JOHN F. RUMMEL, President of Jupiter Plantation Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

WITNESS my hand and official seal this 22nd day of April, 1983.

Judith C. Steinbauer  
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 22, 1985  
DONALD THOM HUCKLEBERRY, SIBBLEY  
& HARVEY INSURANCE & BONDS, INC.

This instrument prepared by and return to:

✓ Paul M. Sullivan, Jr.  
Suite 816, Forum III  
1655 Palm Beach Lakes Blvd  
West Palm Beach, FL 33401

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT



SIXTH AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JUPITER PLANTATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Declaration of Covenants and Restrictions of Jupiter Plantation was filed pertaining to lands described in the Plat thereof as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 34, Pages 162 and 165, in Official Record Book 2834, Page 422, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was amended by the First Amendment thereto as recorded in Official Record Book 2865, Page 1874, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Second Amendment thereto as recorded in Official Record Book 2959, Page 644, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Third Amendment thereto as recorded in Official Record Book 3448, Pages 1121 and 1122, Public Records of Palm Beach County, Florida;

13100 WHEREAS, said Declaration of Covenants and Restrictions was further amended by a Certificate of Amendment together with Exhibit "A" to that Certificate as recorded in Official Record Book 3449, Pages 0780 through 0782, Public Records of Palm Beach County, Florida;

WHEREAS, said Declaration of Covenants and Restrictions was further amended by the Fifth Amendment thereto as recorded in Official Record Book 3822, Pages 1708 and 1709, Public Records of Palm Beach County, Florida;

WHEREAS, at a duly noticed special members' meeting on November 9, 1982, there was found to be a quorum present and a vote in person or by proxy in excess of 51 percent of all members of the Jupiter Plantation Homeowners' Association, Inc., in favor of the following amendment to the By-Laws for the aforesaid Association,

83 020140

1983 FEB -3 AM 10:38

B3874 P1455

IT was resolved that the following amendment to the By-Laws of the Jupiter Plantation Homeowners' Association, Inc. was adopted and approved:

Article III of the By-Laws of Jupiter Plantation Homeowners' Association, Inc., is amended to read as follows:

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 were 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 term 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.

Patricia C. Linebaugh  
Witness

JUPITER PLANTATION HOMEOWNERS'  
ASSOCIATION, INC.

Ronald Sampson  
Witness

By: John F. Rummel (SEAL)  
John F. Rummel, President.

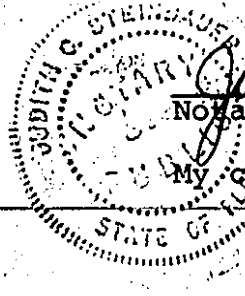
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 27th day of January, 1983 by JOHN F. RUMMEL, President of

B3874 P1456

Jupiter Plantation Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

WITNESS my hand and official seal this 27th day of  
January, 1983.

  
Judith C. Steinbauer  
Notary Public, State of Florida at Large.

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 22, 1986  
BONDED THRU HUCKLEBERRY, SIBLEY  
& HARVEY INSURANCE & BONDS, INC.

NOT A CERTIFIED COPY

This instrument prepared  
by and return to: Paul M. Sullivan, Jr., Attorney &  
Suite 816, Forum III  
1655 Palm Beach Lakes Boulevard  
West Palm Beach, Florida 33401

APR-05-1994 1:39pm 94-119426  
ORB 8200 Pg 1953

In any legal, equitable, or administrative proceeding brought to compel or enforce compliance of any provisions of the Association documents, the Association shall be entitled to recovery of all of it's reasonable attorneys' fees, costs and expenses. If the Association is awarded its attorneys' fees and costs in any legal, equitable, or administrative proceeding (such as arbitration), all such legal expenses shall be assessed against the owner or owners involved and shall become a lien on the owner's townhouse unit. Thereafter, the Association may foreclose the lien in the same manner as provided elsewhere in this Declaration, and shall be entitled to recover all attorneys' fees and costs incurred in the foreclosure proceedings. Notwithstanding the above, if a Lot owner is the prevailing party in any such legal, equitable, or administrative proceeding, he/she shall be entitled to recover their reasonable attorney's fees and costs as awarded by the court.

WITNESS my signature hereto this 1 day of April,  
1994, at Jupiter, Palm Beach County, Florida.

JUPITER PLANTATION HOMEOWNERS  
ASSOCIATION, INC.

Charles N. Chesley  
Witness  
CHARLES N. CHESLEY  
(PRINT NAME)

By: Ronald H. Sampson  
Ronald H. Sampson President

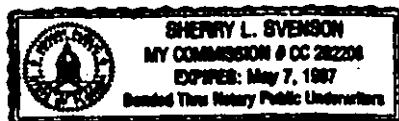
Joseph A. Cassetta  
Witness  
JOSEPH A. CASSETTA  
(PRINT NAME)

Attest: Kimberly K. Doll  
Kimberly K. Doll (Secretary)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 1  
day of April 1994, by Ronald H. Sampson  
and Kimberly K. Doll, as President  
and Secretary, respectively, of Jupiter  
Plantation Homeowners Association, Inc., a Florida not-for-profit  
corporation, on behalf of the corporation. They are personally  
known to me, or have produced personally known  
as identification and did take an oath.



Sherry L. Svenson (Signature)  
Sherry L. Svenson (Print Name)  
Notary Public, State of Florida at Large



Oct-14-1999 01:35pm 99-412076  
ORB 11399 Pg 1127

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS AND THE  
ARTICLES OF INCORPORATION FOR  
JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.**

(1) The townhouse unit owners shall notify the Association in writing of their intentions to either sell or lease their townhouse units and furnish with such notification a copy of the proposed contract for sale or lease, whichever is applicable. A Twenty-Five Dollar (\$25.00) One Hundred Dollar (\$100.00) processing fee shall accompany all applications of a unit owner to lease or sell his townhouse unit. Failure to timely pay said processing fee may result in the sale or lease being declared null and void. Additionally, failure to timely pay the processing fee with the application will result in the fee being increased to One Hundred Fifty Dollars (\$150.00) for a late application. A "late application" shall include any sale or lease that occurs without the Association receiving prior notification of said sale or lease, and any proposed sale or lease wherein the application fee is not received by the Association at the time of application. The Association may bring an action at law or in equity against the townhouse unit owner to enforce the provision of this paragraph and the prevailing party shall be entitled to recover costs and reasonable attorney's fees attributable thereto.

ORB 11399 Pg 1128

2. Article V of the Declaration of Covenants and Restrictions, COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 1, 2<sup>nd</sup> paragraph, is hereby amended to read as follows:

" All such assessments, together with interest and late fees 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, and late fees, 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."

3. Article V of the Declaration of Covenants, COVENANTS FOR MAINTENANCE ASSESSMENTS, Section 5 is hereby amended to read as follows:

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 and shall be subject to a late fee as provided in the Articles. 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, interest, late fees, and attorneys fees provided for herein by non-use of the common area or abandonment of his townhouse unit."

AMENDMENT TO THE ARTICLES OF INCORPORATION, ARTICLE III,  
SECTION B.5., OF JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.

1. Article III of the Articles, Section B.5, is hereby amended to read as follows:

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."

ORB 11399 Pg 1129  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

WITNESS my signature hereto this 2<sup>nd</sup> day of March, 1999, at Jupiter, Palm Beach County, Florida.

Nancy Wilken  
Witness

Nancy Wilken  
Print Name

Maurin Van Benschoten  
Witness

MARY ALVAN BENSCHOTEN  
Print Name

JUPITER PLANTATION HOMEOWNERS  
ASSOCIATION, INC.

President

Richard Nestro  
Print Name

Attest

Genevieve E. Rhodes

Genevieve E. Rhodes  
Print Name

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

) ss



The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 1999, by Richard Nestro and Genevieve Rhodes as President and Vice President, respectively, of Jupiter Plantation Homeowners Association, Inc., a Florida-not-for-profit corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Barbara J. Anderson (Signature)

Barbara J. Anderson (Print Name)  
Notary Public/State of Florida, at large

RECORDER'S MEMO: Legibility of document  
unsatisfactory when received.



Jay Steven Levine  
2500 W. Military Trail, #275  
Boca Raton, FL 33431

Jan-21-2000 09:53am 00-023046  
ORB 11569 Pg 874  
FEBRUARY 11 1999

CERTIFICATION OF FILING ARTICLES OF INCORPORATION OF  
JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.  
AND TWO AMENDMENTS THERETO

I HEREBY CERTIFY that the attached photostated document constitutes a true and correct copy of the original Articles of Incorporation of Jupiter Plantation Homeowners Association, Inc. and two amendments thereto. The Articles of Incorporation shall run with the real property subject to Declaration of Covenants and Restrictions for Jupiter Plantation, as recorded in Official Record Book 2834, Page 422, Public Records of Palm Beach County, Florida. This Certification shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit and burden of each owner and occupant thereof.

Dated this 11 day of January, 1999. 2000

WITNESSES:

Sign: Kathy Jacobs

Print: KATHY JACOBS

Sign: [Signature]

Print: F. Serpico

JUPITER PLANTATION HOMEOWNERS  
ASSOCIATION, INC.

By: Sign: [Signature]

President

Print: Richard A. Mestro

Current Address: 825 Center St

Jupiter FL 33458

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 11<sup>th</sup> day of January, 2000, before me personally appeared \_\_\_\_\_, president of JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who is personally known to me or who has produced Richard Nontec (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as 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 Corporation.

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

NOTARY PUBLIC:



Vivian S. Calder  
Commission # 00837827  
Expires May 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Sign: Vivian S. Calder

Print: Vivian S. Calder  
State of Florida at Large (Seal)

My commission expires: 5-31-03

NOT A CERTIFIED COPY

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 30, 1978, as shown by the records of this office.

The charter number for this corporation is 742255.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
3rd day of April, 1978.



*James A. Smith*  
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.  
(a corporation not for profit under the laws of the State of Florida)

FILED  
MAR 30 8 17 AM 1973  
CLERK OF THE CIRCUIT COURT  
IN AND FOR THE COUNTY OF PALM BEACH  
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; 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, 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. All payments 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.

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 seventy-five (75%) percent of the votes of the entire membership of the Association before such shall become effective. *Amended*

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 or 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 at 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-Laws, but 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 named 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 addresses 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 VIIINDEMNIFICATION

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 wilful 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 VIIIBY-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 IXAMENDMENTS

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 shall be perpetual.

#### ARTICLE XI

##### INCORPORATORS

The names and addresses 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 13 day of March, 1978.

Witnesses:

James M. Anderson  
William S. Price

Jeffrey Gabster (SEAL)  
JEFFREY GABSTER

Sherry Lee (SEAL)  
SHERRI LEE

Aubrey Fernander (SEAL)  
AUBREY FERNANDER

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."

THIS IS A CERTIFIED COPY

Article III, B(7) of the Articles of Incorporation of Jupiter Plantation Homeowners' Association, Inc., is amended to read as follows:

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 Association before such shall become effective.

This instrument prepared by:  
Edward Dicker, Esquire  
**DICKER, KRIVOK & STOLOFF, P.A.**  
1818 Australian Avenue So., Suite 400  
West Palm Beach, Florida 33409  
(561) 615-0123

CFN 20050686027  
OR BK 19493 PG 1107  
RECORDED 11/04/2005 08:10:19  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1107 - 1109; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
JUPITER PLANTATION**

**I HEREBY CERTIFY** that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions for Jupiter Plantation. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 2834, Page 422, of the Public Records of Palm Beach County, Florida.

DATED this 17 day of OCTOBER, 2005.

Allen Hunter  
Witness

Ronald Sampson  
Witness

**JUPITER  
PLANTATION HOMEOWNERS  
ASSOCIATION, INC.**

By: Mary Lou Allison  
President

Attest: Ronald Sampson  
Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

BEFORE ME personally appeared MARY LOU ALLISON, the President, and RONALD SAMPSON, Secretary, of Jupiter Plantation Homeowners Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Jupiter Plantation Homeowners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 17 day of OCTOBER, 2005.

Carolynne E. Casale  
Notary Public, State of Florida at Large  
My Commission Expires:

(SEAL)



Carolynne E. Casale  
Commission #DD253813  
Expires: Sep 28, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

228510110.05C

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
JUPITER PLANTATION**

The original Declaration of Covenants and Restrictions for Jupiter Plantation are recorded in Official Records Book 2834 at Page 422 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

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**ITEM 1: Article I(3) of the aforesaid Declaration shall be amended to read as follows:**

“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 interests in the development of said properties. All references to the Developer contained in this Declaration or any other governing document of this Association, and all rights retained by the Developer, are hereby deleted, to the extent permitted by law.

**ITEM 2: There shall be a new Section (a) added to Article VI(1)(d)(1) of the aforesaid Declaration which shall read as follows:**

(a) Notwithstanding any provision to the contrary contained in this Declaration, the Articles of Incorporation or the Association Bylaws, commencing with the recording of this amendment in the Public Records, the Association shall have the responsibility to maintain, repair and replace the mansard of each townhouse unit. The mansard shall be defined as the shingles on the exterior of each townhouse unit. The Board shall also have the authority to replace the existing shingles with a different material and/or shingle.

In order to pay for the costs incurred in connection with this obligation, the Association shall have the authority to levy a special assessment equally against all owners within Jupiter Plantation for the costs incurred. In addition, or as an alternative, the Association may include the anticipated costs of mansard maintenance, repair or replacement in the annual budget or an amended annual budget, notwithstanding any limitations which may be contained in this Declaration, the Articles of Incorporation or the Association Bylaws. The decision to levy a special assessment or to include all or a portion of the expenses in the annual budget, shall be a Board decision.

The Board shall also have the authority to borrow money for all or a portion of these costs and in connection with the borrowing of any money, shall have the authority to provide security.

In the event any costs incurred by the Association in connection with this obligation are due to the negligence or willful misconduct of any owner, his family, tenants or guests, the Association is authorized to recover the sum expended from the responsible owner. If this sum is not paid by the owner, said sum shall be deemed an assessment and shall be collectible, in the same manner as an assessment, as set forth elsewhere in this Declaration and the Association Bylaws.

No owner shall do anything which impairs or interferes with the performance of the Association obligations as set forth herein, and each owner has the affirmative duty to cooperate with the Association and to permit any of the work required pursuant to this provision to be performed by the Association, its agents, employees or contractors. Further, the Association is granted an easement for purposes of inspecting, maintaining, repairing or replacing the mansards. If the Association directs an owner to remove any or all of an existing screen enclosure or other structure to enable the mansard to be maintained, repaired or replaced, then such unit owner shall have the responsibility to do so, at his expense. If for any reason the owner does not timely remove such screen enclosure, the Association shall have the right to do so and to charge the owner for such costs, including attorney's fees.

228510110.20A



Record and Return to

Gary D. Fields, Esquire  
LAW OFFICE OF GARY D. FIELDS, P.A.  
Admiralty Tower - Suite 900  
4400 PGA Boulevard  
Palm Beach Gardens, FL 33410

CFN 20080057520  
OR BK 22444 PG 0929  
RECORDED 02/15/2008 08:27:53  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0929 - 937; (9pgs)

## NOTICE PRESERVING COVENANTS AND RESTRICTIONS FOR JUPITER PLANTATION

THIS NOTICE PRESERVING COVENANTS AND RESTRICTIONS FOR JUPITER PLANTATION is made and executed as of the 8th day of Feb 2008, by JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose post office address is 2400 Centre Park W. Drive, Suite 175, West Palm Beach, FL 33409.

### WITNESSETH:

1. This Notice Preserving Covenants and Restrictions is recorded pursuant to Chapter 712, Florida Statutes.

2. The Association and the land affected by this Notice are subject to the following covenants and restrictions (the "Governing Documents"), which the Association desires to preserve in accordance with Chapter 712, Florida Statutes:

A. Declaration of Covenants and Restrictions for Jupiter Plantation (the "Declaration"), recorded commencing at Official Records Book 2834, Page 422, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY REQUIREMENT THAT ASSESSMENTS MUST BE PAID ONLY SEMI-ANNUALLY, AND OTHER THAN ANY MAXIMUM NUMBER OF PETS OR MAXIMUM WEIGHT OF PETS - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENTS AS TO SEMI-ANNUAL PAYMENTS AND AS TO PETS);

B. Declaration of Party Facilities for Jupiter Plantation (the "Declaration of Party Facilities"), recorded commencing at Official Records Book 2834, Page 434, of the Public Records of Palm Beach County, Florida, and Declaration of Party Facilities for Jupiter Plantation,

Phase No. 3, recorded commencing at Official Records Book 3098, Page 1671, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY PROVISION THEREIN REQUIRING MORTGAGEE APPROVAL FOR ANY ACTION - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY PROVISIONS WHICH REQUIRE MORTGAGEE APPROVAL FOR ANY ACTION);

- C. Articles of Incorporation of Jupiter Plantation Homeowners Association, Inc., and three amendments thereto, recorded commencing at Official Records Book 11569, Page 874, and at Official Records Book 10177, Page 857, of the Public Records of Palm Beach County, Florida;
- D. By-Laws of Jupiter Plantation Homeowners Association, Inc., recorded commencing at Official Records Book 22376, Page 210, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY REQUIREMENT THAT ASSESSMENTS MUST BE PAID ONLY SEMI-ANNUALLY - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENT AS TO SEMI-ANNUAL PAYMENTS); and
- E. Three amendments to the By-Laws of Jupiter Plantation Homeowners Association, Inc. (although mis-titled as amendments to Declaration), recorded commencing at Official Records Book 3449, Page 780, at Official Records Book 3822, Page 1708 (OTHER THAN ANY REQUIREMENT THAT THE ASSOCIATION FISCAL YEAR RUN FROM APRIL 1 THROUGH MARCH 31 - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENT AS TO THE FISCAL YEAR), and at Official Records Book 3874, Page 1455, of the Public Records of Palm Beach County, Florida; and
- F. Documents subjecting additional lands to the Declaration and Declaration of Party Facilities as follows:
  - (1) Second Amendment to Declaration (adds Phase 2), recorded commencing at Official Records Book 2959, Page 644, of the Public Records of Palm Beach County, Florida;
  - (2) Amendment to Declaration of Party Facilities (adds Phase 2 to Declaration of Party Facilities), recorded commencing at Official Records Book 2959, Page 646, of the Public Records of Palm Beach County, Florida;
  - (3) Additional Lands Being Made Subject to Declaration (adds



Phase 3), recorded commencing at Official Records Book 3068, Page 716, of the Public Records of Palm Beach County, Florida;

- (4) Additional Lands Being Made Subject to Declaration (adds Phase 4), recorded commencing at Official Records Book 3272, Page 1156, of the Public Records of Palm Beach County, Florida; and

G. The following Plats (all of which shall remain subject to the above referenced recorded documents):

- (1) Plat of Jupiter Plantation, recorded commencing at Plat Book 34, Page 162, of the Public Records of Palm Beach County, Florida;
- (2) Plat of Jupiter Plantation First Addition, recorded commencing at Plat Book 34, Page 165, of the Public Records of Palm Beach County, Florida;
- (3) Plat of Jupiter Plantation Phase II, recorded commencing at Plat Book 36, Page 3, of the Public Records of Palm Beach County, Florida;
- (4) Plat of Jupiter Plantation Phase III, recorded commencing at Plat Book 37, Page 103, of the Public Records of Palm Beach County, Florida;
- (5) Plat of Jupiter Plantation Phase IV, recorded commencing at Plat Book 39, Page 157, of the Public Records of Palm Beach County, Florida.

(NOTE: IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY AMENDMENTS TO THE DECLARATION WHICH WERE RECORDED PRIOR TO THE DATE OF RECORDING OF THIS NOTICE, OTHER THAN ANY AMENDMENT OR PORTION THEREOF THAT AMENDED THE ABOVE-REFERENCED ARTICLES, OF INCORPORATION OR BY-LAWS, OR THAT SUBJECTED ADDITIONAL REAL PROPERTY TO THE DECLARATION OR THE DECLARATION OF PARTY FACILITIES).

3. The legal description of the land affected by this Notice is as follows:

The Plat of Jupiter Plantation, according to the Plat thereof recorded commencing at Plat Book 34, Page 162, of the Public Records of Palm Beach County, Florida;

The Plat of Jupiter Plantation First Addition, according to the Plat

thereof recorded commencing at Plat Book 34, Page 165, of the Public Records of Palm Beach County, Florida;

The Plat of Jupiter Plantation Phase II, according to the Plat thereof recorded commencing at Plat Book 36, Page 3, of the Public Records of Palm Beach County, Florida;

The Plat of Jupiter Plantation Phase III, according to the Plat thereof recorded commencing at Plat Book 37, Page 103, of the Public Records of Palm Beach County, Florida; and

The Plat of Jupiter Plantation Phase IV, according to the Plat thereof recorded commencing at Plat Book 39, Page 157, of the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the President and Secretary of the Association certify that:

4. The Governing Documents shall be preserved and protected from extinguishment by operation of Chapter 712, Florida Statutes, which is the marketable record title act. The Governing Documents, as may be hereafter amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence.

5. The preservation of the Governing Documents has been duly approved at a meeting by at least two-thirds (2/3) of the Board of Directors at a meeting duly noticed and conducted in accordance with the requirements of Chapter 712, Florida Statutes, and the By-Laws of the Association.

6. Attached hereto and incorporated herein as Exhibit "A" is an Affidavit of Notice Regarding Preservation of Covenants and Restrictions which attests to the required notice being given to the members of the Association in accordance with Chapter 712, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed this document as of the day and year first above written.

JUPITER PLANTATION  
HOMEOWNERS ASSOCIATION, INC.

Laura Lomonaco

Witness Signature

Laura Lomonaco

Print Name of Witness

By Bonnie Bachman  
Bonnie Bachman, President



Marianne Morris

Witness Signature

Marianne Morris

Print Name of Witness

STATE OF Georgia  
COUNTY OF Gilmer

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2008, by Bonnie Bachman as President of Jupiter Plantation Homeowners Association, Inc., on behalf of the corporation.

Laura Smith Lomonaw

Signature of Notary Public

Laura Smith Lomonaw

Print Name of Notary Public

Personally known \_\_\_\_\_ or Produced Identification ☒

Type of Identification Produced Driver License



Exhibit "A"

**AFFIDAVIT OF NOTICE REGARDING PRESERVATION OF COVENANTS  
AND RESTRICTIONS  
FOR JUPITER PLANTATION**

STATE OF Georgia

COUNTY OF Gilmer

BEFORE ME, the undersigned authority, personally appeared Bonnie Bachman, who states:

1. She is the President of the Board of Directors of JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. The Board of Directors of the Association, as required by Chapter 712, Florida Statutes, caused a statement in substantially the following form to be mailed or hand delivered to the members of the Association not less than seven (7) days prior to the meeting of the Board of Directors to approve the preservation of the below listed Governing Documents:

**"STATEMENT OF MARKETABLE TITLE ACTION"**

The JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Association") has taken action to ensure that the following covenants and restrictions (the "Governing Documents"):

- A. Declaration of Covenants and Restrictions for Jupiter Plantation (the "Declaration"), recorded commencing at Official Records Book 2834, Page 422, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY REQUIREMENT THAT ASSESSMENTS MUST BE PAID ONLY SEMI-ANNUALLY; AND OTHER THAN ANY MAXIMUM NUMBER OF PETS OR MAXIMUM WEIGHT OF PETS - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENTS AS TO SEMI-ANNUAL PAYMENTS AND AS TO PETS);
- B. Declaration of Party Facilities for Jupiter Plantation (the "Declaration of Party Facilities"), recorded commencing at Official Records Book

2834, Page 434, of the Public Records of Palm Beach County, Florida, and Declaration of Party Facilities for Jupiter Plantation, Phase No. 3, recorded commencing at Official Records Book 3098, Page 1671, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY PROVISION THEREIN REQUIRING MORTGAGEE APPROVAL FOR ANY ACTION - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY PROVISIONS WHICH REQUIRE MORTGAGEE APPROVAL FOR ANY ACTION);

- C. Articles of Incorporation of Jupiter Plantation Homeowners Association, Inc., and three amendments thereto, recorded commencing at Official Records Book 11569, Page 874, and at Official Records Book 10177, Page 857, of the Public Records of Palm Beach County, Florida;
- D. By-Laws of Jupiter Plantation Homeowners Association, Inc., recorded commencing at Official Records Book 22376, Page 210, of the Public Records of Palm Beach County, Florida (OTHER THAN ANY REQUIREMENT THAT ASSESSMENTS MUST BE PAID ONLY SEMI-ANNUALLY - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENT AS TO SEMI-ANNUAL PAYMENTS); and
- E. Three amendments to the By-Laws of Jupiter Plantation Homeowners Association, Inc. (although mis-titled as amendments to Declaration), recorded commencing at Official Records Book 3449, Page 780, at Official Records Book 3822, Page 1708 (OTHER THAN ANY REQUIREMENT THAT THE ASSOCIATION FISCAL YEAR RUN FROM APRIL 1 THROUGH MARCH 31 - IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY SUCH REQUIREMENT AS TO THE FISCAL YEAR), and at Official Records Book 3874, Page 1455, of the Public Records of Palm Beach County, Florida; and
- F. Documents subjecting additional lands to the Declaration and Declaration of Party Facilities as follows:
  - (1) Second Amendment to Declaration (adds Phase 2), recorded commencing at Official Records Book 2959, Page 644, of the Public Records of Palm Beach County, Florida;
  - (2) Amendment to Declaration of Party Facilities (adds Phase 2 to Declaration of Party Facilities), recorded commencing at Official Records Book 2959, Page 646, of the Public Records of Palm Beach County, Florida;



(3) Additional Lands Being Made Subject to Declaration (adds Phase 3), recorded commencing at Official Records Book 3068, Page 716, of the Public Records of Palm Beach County, Florida;

(4) Additional Lands Being Made Subject to Declaration (adds Phase 4), recorded commencing at Official Records Book 3272, Page 1156, of the Public Records of Palm Beach County, Florida; and

G. The following Plats (all of which shall remain subject to the above referenced recorded documents):

(1) Plat of Jupiter Plantation, recorded commencing at Plat Book 34, Page 162, of the Public Records of Palm Beach County, Florida;

(2) Plat of Jupiter Plantation First Addition, recorded commencing at Plat Book 34, Page 165, of the Public Records of Palm Beach County, Florida;

(3) Plat of Jupiter Plantation Phase II, recorded commencing at Plat Book 36, Page 3, of the Public Records of Palm Beach County, Florida;

(4) Plat of Jupiter Plantation Phase III, recorded commencing at Plat Book 37, Page 103, of the Public Records of Palm Beach County, Florida;

(5) Plat of Jupiter Plantation Phase IV, recorded commencing at Plat Book 39, Page 157, of the Public Records of Palm Beach County, Florida.

(NOTE: IT IS THE INTENTION OF THE ASSOCIATION NOT TO PRESERVE ANY AMENDMENTS TO THE DECLARATION WHICH WERE RECORDED PRIOR TO THE DATE OF RECORDING OF THIS NOTICE, OTHER THAN ANY AMENDMENT OR PORTION THEREOF THAT AMENDED THE ABOVE-REFERENCED ARTICLES OF INCORPORATION OR BY-LAWS, OR THAT SUBJECTED ADDITIONAL REAL PROPERTY TO THE DECLARATION OR THE DECLARATION OF PARTY FACILITIES).

as may be hereafter amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are

available through the Association pursuant to the Association=s governing documents regarding official records of the Association."

Executed this 8<sup>th</sup> day of Feb, 2008.

Bonnie Bachman  
Bonnie Bachman

2008 SWORN TO AND SUBSCRIBED before me this 8<sup>th</sup> day of February,  
by Bonnie Bachman as President of Jupiter Plantation Homeowners Association,  
Inc.

Laura Smith Lomonaco  
Signature of Notary Public

Laura Smith Lomonaco  
Print Name of Notary Public

Personally known \_\_\_\_\_ or Produced Identification ☒

Type of Identification Produced Drivers License







**CERTIFICATE OF FILING OF BY-LAWS  
OF JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Jupiter Plantation (the "Declaration"), was recorded in Official Records Book 2834, Page 422, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration provides for management of the Jupiter Plantation community by Jupiter Plantation Homeowners Association, Inc. (the "Association"), and for each homeowner in the community to be governed by the By-Laws of the Association; and

WHEREAS, several amendments to the By-Laws have been recorded in the Public Records of Palm Beach County, Florida, but the By-Laws were not recorded.

**NOW THEREFORE:**

1. The By-Laws of Jupiter Plantation Homeowners Association, Inc., which are attached hereto and incorporated herein, are hereby filed and recorded in the Public Records of Palm Beach County, Florida.

2. The By-Laws shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner and occupant thereof.

IN WITNESS WHEREOF, this action having been approved by the Board of Directors of the Association, the undersigned President and Secretary have executed this Certificate of Filing this 8 day of JAN., 2008.

**JUPITER PLANTATION HOMEOWNERS  
ASSOCIATION, INC.**, a Florida Not-  
for-Profit Corporation

Witnesses:

[Signature]  
(signature)  
25040 Waldridge  
(printed name)

[Signature]  
(signature)  
[Signature]  
(printed name)

By: [Signature]  
Bonnie Bachman, President

Bonnie J. Bachman  
(signature)

Bonnie J. Bachman  
(printed name)

[Signature]  
(signature)

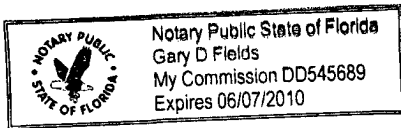
GARY KRAV  
(printed name)

Attest:

[Signature]  
Lisa Woolridge  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of JAN, 2008, by BONNIE J. BACHMAN, as President, and LISA WOOLDRIDGE, as Secretary, respectively, of JUPITER PLANTATION HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced MTA as identification and who did take an oath.



(Notary Seal)

[Signature]  
Notary Public  
State of Florida  
My Commission Expires:

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 31st 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 shall be the calendar 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

MEMBERS' 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 the first Wednesday in September of each year, for

the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

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 membership.

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 members' 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 not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of directors shall be conducted in the following manner:



1. Election of directors shall be held at the annual members' meeting.

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 director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. 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 at Jupiter Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. The term of each director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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 or 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 those of the Treasurer, and shall perform all other duties incident to the office of 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 assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items 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 budget 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

*see amendment*



amended budget do not exceed the limitations for that year. Any account that does 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 assessment 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 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

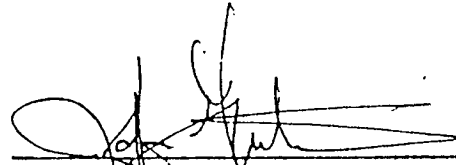
3. Until the first election of directors, by all of the directors.

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.

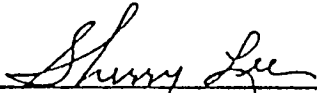
D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment 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.



President  
JUPITER PLANTATION HOMEOWNERS'  
ASSOCIATION, INC.



Secretary

*Handwritten notes:*  
7/11/78  
10/1/78  
10/1/78

NOT A CERTIFIED COPY

CFN 20090398686  
OR BK 23545 PG 1642  
RECORDED 11/13/2009 14:41:07  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1642 - 1659; (18pgs)

**CERTIFICATE OF AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR JUPITER PLANTATION**

WHEREAS, the Declaration of Covenants and Restrictions for Jupiter Plantation (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 2834, Page 422, and a notice preserving the Declaration was recorded in Official Records Book 22444, Page 929, of the Public Records of Palm Beach County, Florida, affecting certain real property as described therein; and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, the Declaration is hereby amended as set forth on the attached Exhibit "A."

Except as otherwise expressly set forth on the attached Exhibit "A," the terms and conditions of the Declaration are hereby reaffirmed.

It is hereby certified that the foregoing Amendment to Declaration of Covenants and Restrictions for Jupiter Plantation was approved in writing by not less than fifty-one percent (51%) of the owners, pursuant to Article XII of the Declaration.

IN WITNESS WHEREOF, the undersigned President has executed this Certificate of Amendment to Declaration this 3<sup>rd</sup> day of Nov, 2009.

**JUPITER PLANTATION  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida Not-for-Profit Corporation

By: Donnie J. Bachman, President

Witnesses:

Kimberly G. Travis  
(signature)  
Kimberly G. Travis  
(printed name)  
[Signature]  
(signature)  
KRAN Ramsey  
(printed name)

STATE OF Georgia  
COUNTY OF Fannin

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2009, by Donnie Bachman, as President of Jupiter Plantation Homeowners Association, Inc., who is personally known to me or has produced Florida Drivers License as identification and who did take an oath.

(Seal)

Sharon S. Beaver  
Notary Public  
State of Ga.  
My Commission Expires: 09-11-13



## EXHIBIT "A"

### AMENDMENTS TO JUPITER PLANTATION DECLARATION

A. Article VI is replaced in its entirety by the following:

#### "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 a substantial annoyance to other homeowners or occupants, shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.
- (c) Restriction 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 times. If the homeowner fails to maintain the dwelling in such manner, the Association may send a thirty (30) day notice to the owner setting forth the items to be corrected. In the event the 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 owner 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 any one 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 mortgagee 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 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 application fee.

(5) Prior to occupancy, each new owner/lessee shall complete a registration form with the association and obtain the applicable parking pass which must be displayed on each vehicle in the manner directed by the Association.

(6) Failure of the owner to submit the appropriate application for lease, applicable fee and registration form will result in the Association declaring the lease void and notifying the tenant that they shall vacate the premises within 30 days of receipt of the notice.

(7) In the event an owner is delinquent in maintenance fees to the Association at the start of a lease the Association shall have the right to notify the tenant of same and shall collect the rental fee for the premises and apply those proceeds to the account of the owner until such time as the delinquency and any associated late fees, interest, attorney fees and costs are current.

(8) In the event an owner shall become delinquent with their maintenance fees to the Association during the course of a lease, the Association shall have the right to notify the tenant of same and shall collect the rental fee for the premises and apply those proceeds to the account of the owner until such time as the delinquency and any associated late fees, interest, attorney fees and costs are current.

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 compliment of seats. Panel vans are not permitted. Boats, 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 swimming diapers.

(2) Children under the age of 12 must be under the supervision and control of an adult over age 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.

(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 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 any 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, rowboats, 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 operating 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 statutes. All disciplinary actions must be approved by a majority vote of the board of directors.

#### DOCK SLIP ASSIGNMENT.

1. Residents of Jupiter Plantation 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 Plantation may have their name added to a waiting list for a dock slip by submitting to the Association a non refundable \$100 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. If the slip is not large enough to accommodate an owners boat, the Board will go 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 collecting 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 outlined 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 entering 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 operating condition at all times. Owners may make MINOR repairs to their vehicles while stored 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.

Extension cords and hoses must be neatly wound and tucked away as to not interfere with pedestrian traffic

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 owner 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 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 proof of required insurance within 10 days and take occupancy of the space within 30 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, skateboards 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.

I. Owner/lessee responsibilities.

- (1) Owners and lessees shall be held responsible by the Association for all property damage to the common areas caused by them or their guests. No owner, lessee, their guests 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 at the earliest. All trash receptacles shall be picked 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."

A. Article VIII is replaced in its entirety by the following:

"ARTICLE VIII

PROPERTY AND CASUALTY INSURANCE

Property and casualty insurance on each dwelling structure shall be maintained through the Association. Each owner will be assessed for his portion of this insurance in his maintenance fees. Insurance shall be in an amount equal to the replacement value, excluding foundation and excavation costs. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the dwelling structures. Each homeowner MUST insure any contents placed in the dwelling structure as well as any additions made in or to the interior or exterior of the dwelling structure by the owner. 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 in the same manner as 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. In the event of a claim for a loss covered by Association insurance for natural disasters, such as hurricanes, the Association shall be responsible for policy deductibles and those deductibles shall be assessed equally to each member of the Association. In the event of an interior loss to an individual owner which was precipitated by a lack of maintenance on the part of the owner of, including but not limited to, their air conditioning system, their flat roof or their mansard, the individual owner will be responsible for any deductible on the Association policy should the Association insurer agree to accept the claim. Claims for interior damage should be filed first with the individual owners carrier and then, if appropriate, with the Association carrier. In the event the Association insurer should accept such a claim, the Association shall be the agent of the owner and shall adjust such loss on their behalf. Funds paid to the Association for such a claim shall be paid directly to the contractor who has completed the insured repairs."

NOT A CERTIFIED COPY



CFN 20220291647

OR BK 33692 PG 1319  
 RECORDED 07/11/2022 14:58:57  
 Palm Beach County, Florida  
 Joseph Abruzzo, Clerk  
 Pgs 1319 - 1320; (2pgs)

This instrument prepared by:  
 Edward Dicker, Esquire  
 8855 Golden Mountain Circle  
 Boynton Beach, FL 33483  
 (561) 309-0631

**CERTIFICATE OF AMENDMENT TO THE  
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 JUPITER PLANTATION**

**I HEREBY CERTIFY** that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Jupiter Plantation. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 2834, Page 422, of the Public Records of Palm Beach County, Florida.

DATED this 1 day of July, 2022.

**JUPITER PLANTATION HOMEOWNERS  
 ASSOCIATION, INC.**

By: [Signature]  
 President

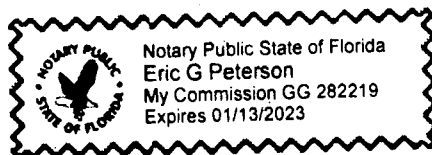
Attest: [Signature]  
 Secretary

(SEAL)

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 date of July, 2022, by \_\_\_\_\_ the President and \_\_\_\_\_, Secretary of Jupiter Plantation Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

WITNESS my hand and official seal this 1 day of July, 2022.



[Signature]  
 Notary Public, State of Florida at Large  
 My Commission Expires:

(SEAL)

**WRITTEN CONSENT AMENDING THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
JUPITER PLANTATION**

The undersigned owner of a Townhouse Unit within Jupiter Plantation and member of Jupiter Plantation Homeowners Association, Inc. consents to the following proposed amendment, as indicated below:

**(PLEASE CIRCLE "FOR" OR "AGAINST")**

**PROPOSED AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
JUPITER PLANTATION**

The original Declaration of Covenants and Restrictions for Jupiter Plantation are recorded in Official Records Book 2834 at Page 422 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

**There shall be a new Section 6 added to Article XII of the aforesaid Declaration which shall read as follows:**

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.

**FOR**

**AGAINST**

\_\_\_\_\_  
OWNER'S SIGNATURE      Date

\_\_\_\_\_  
JUPITER PLANTATION Address