

Prepared By and Return To:

FEB-11-1994 3:58pm 94-052031  
ORB 8121 Pg 650  
I

Clifford I. Hertz, P.A. ✓  
Broad and Cassel  
The Reflections Center, Suite 500  
400 Australian Avenue South  
West Palm Beach, Florida 33401

FIRST SUPPLEMENTAL DECLARATION TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
EGRET LANDING AT JUPITER

THE JUPITER LAND PARTNERSHIP, a Florida general partnership, as Trustee, hereinafter referred to as the "Declarant", caused the Declaration of Restrictions for Egret Landing at Jupiter to be recorded in Official Records Book 7823, Page 60, and same to be amended in Official Records Book 7990, Page 95 all of the Public Records of Palm Beach County, Florida (the "Declaration").

RECITALS:

A. Pursuant to Article II, Section 2 of the Declaration, Declarant is authorized to bring additional properties within the scheme of the Declaration by filing a Supplemental Declaration which includes the consent or joinder of the Association;

B. The Declarant desires to add property described herein to the scheme of the Declaration.

DECLARATION:

The Declarant hereby declares the property described as Egret Landing at Jupiter, A P.U.D. Addition No. 1 as recorded Plat Book 71, Pages 171 and 172 of the Public Records of Palm Beach County, Florida, to be "Property", as the term is defined in the Declaration, and that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens of the Declaration, which provisions shall run with the Property and shall be binding on all parties having any right, title or interest therein.





THIS INSTRUMENT PREPARED BY:  
Charles W. Edgar, III, Esq.  
Levine, Frank & Edgar, P.A.  
3300 PGA Boulevard  
Suite 500  
Palm Beach Gardens, Florida 33410

---

SECOND AMENDMENT  
TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
EGRET LANDING AT JUPITER

THIS AMENDMENT is made as of the 31<sup>st</sup> day of January, 1994.

R E C I T A L S

- A. That certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR EGRET LANDING AT JUPITER was recorded August 2, 1993 in Official Records Book 7823, Page 60 of the Public Records of Palm Beach County, Florida, as amended to date (the "Declaration"), the definitions set forth in which are hereby incorporated herein by this reference.
- B. Certain provisions of the Declaration are in need of clarification and modification so as to reflect the intended and orderly development, sale and use of the Property as well as to facilitate that development to the benefit of all Owners..
- C. The clarification and modification of such matters is consistent with the general plan and uniform scheme of the development and the use of the Development as contemplated by the Declaration.
- D. The parties executing this Amendment or consenting hereto represent, collectively, the Owners of not less than sixty-five percent (65%) of the Lots, such being the interests necessary to adopt an amendment of the Declaration per Article XVII, Section 5 thereof.
- E. The consent of the Institutional Mortgagee(s) of at least fifty-one percent (51%) of the Lots that are subject to mortgages held by Institutional Mortgagees is not required for the subject matter of this Amendment.
- F. The approval hereof by any other person or entity (including, without limitation, any governmental agency or special district) is not, by the terms of the Declaration or any other

instrument, required to authorize the amendments set forth hereinbelow.

NOW, THEREFORE, by virtue of the aforesaid authority and in accordance with the express terms, conditions and requirements of the Declaration, the following amendments are hereby adopted:

1. Article IV, Section 1 is hereby amended by adding the following new paragraph to the end thereof:

Without limiting the generality of the foregoing or of Section 2, below, the Association is specifically empowered hereby to enter into contracts, leases, and "sale-leaseback" and other agreements providing for the construction of recreation facilities and other improvements on Common Property or Association Property. Such agreements may include, without limitation, those whereby a party other than the Association is conveyed title to the property to be so improved and leases or grants other possessory or use rights back to the Association, or vice versa.

2. Article IV, Section 4 is hereby amended by adding the following new paragraph thereto:

Other than the exclusive brokerage agreement referred to above, the Association is not and shall not be empowered to enter into, or require of any Owner to enter into, any brokerage agreement (whether exclusive or otherwise) for any Lot other than the Association Lots as aforesaid. Neither the Association, any broker engaged by it nor any Owner shall interfere with the advertising, marketing or sale of any Lots by any Owner or agent thereof and no such party shall in any manner advertise, state or suggest that it has the authority to represent the Owner of any Lot (other than an Association Lot per the foregoing paragraph) with respect to the sale thereof unless such party has a written agreement with the applicable Owner to do so.

3. Article VII, Section 4.E. is hereby amended by adding to the end thereof:

However, with respect to Association Property or the Common Property as aforesaid, such activity shall be subject to the Association's consent, such consent not to be unreasonably withheld.

The aforesaid rights of Declarant are non-exclusive and shall not supplant or prohibit similar activities authorized by Article XVIII hereof by any Merchant Builder (as defined in said Article) lawfully developing and selling the Lots owned by it. Further, and without limiting the generality of

Article XIV, Section 4, such rights of Declarant may be assigned in whole or in part.

4. Article VIII, Section I. is hereby amended by adding to the end thereof:

The A.R.B. shall use the variance authority herein granted to make reasonable efforts to allow the approval and construction of improvements based upon master building plans and/or models previously approved by the A.R.B. in accordance herewith, the intent hereof being to afford Owners an expedited process for the review and approval of such multi-home construction including, without limitation, a reduced fee for the A.R.B.'s approvals, if any such fee is actually imposed.

5. Article VIII is hereby further amended by adding the following new section thereto:

L. The provisions of this Article shall not be applied in any manner which discriminates against any Owner or Lot including, without limitation, with respect to creating any advantage in favor of the party constructing improvements on an Association Lot over a party constructing improvements on another Lot(s).

6. Article IX, Section 21 is hereby amended by deleting the period (.) at the end thereof and adding the following thereto:

, except in accordance with standards adopted by the A.R.B. per Article VIII, Section H. Such standards shall specifically permit, but shall set criteria for the number, size, location, purpose and other attributes of signs (i) on unimproved Lots, (ii) on improved Lots for resale, (iii) for Model Home Improvements and Ancillary Offices (each as defined in Article XVIII), (iv) for "spec" homes (including those which may contain an office not rising to the level of being an Ancillary Office), (v) installed by the Association as uniform signage per Article XVIII and (vi) used for such other purposes and in such other locations as the A.R.B. may specifically permit and regulate, if at all.

7. Article XIV, Section 2 is hereby amended by adding the following to the end thereof:

The aforesaid rights of Declarant may be exercised without the consent of the Association. Any other Owner may exercise the aforesaid rights as to property owned thereby, provided that the joinder and consent required above shall also be required in such case and, further, provided that the Association's joinder and/or consent shall also be obtained but shall not be unreasonably withheld by the Association.

As used herein, "replat and/or rezone" shall include changes in the Development Plan including, or together with site plan changes, special uses, variances and any other change affecting the permitted use and/or development of any portion of the Property.

**ARTICLE XVIII  
MERCHANT BUILDERS**

Section 1. Preamble. This Article has been adopted for the purpose of facilitating the development and sale of the Property and homes thereon by parties other than Declarant (the rights and privileges of which exist independently of those set forth in this Article) while, at the same time, affording the Association a reasonable means of ensuring that such activities will not cause a substantial and negative impact upon the Property.

Section 2. Definitions.

A. **ANCILLARY OFFICE** - a portion of the model or "spec" home constructed by a Merchant Builder (as defined below) which is used for a sales or construction office in which a substantial amount of the activities occurring are related to the Merchant Builder's development and sales of homes within the Property, the existence of which office is reasonably apparent from the exterior of the home in which it is located (e.g., a garage area with sliding glass doors or otherwise converted to a sales office or by virtue of signage). The fact that an Owner may keep office-type equipment, files and the like within a home and use same shall not mean that the area so used constitutes an Ancillary Office requiring approval hereunder if such use is not readily apparent from the exterior of the home as aforesaid.

B. **MERCHANT BUILDER** - a party engaged in the business of constructing and selling residential dwellings, which party has at least ten (10) Lots owned in fee simple or subject to a contract or option to acquire same (as to which contract or option the party notifies the Association), provided that such party shall at all times own fee simple title to at least one (1) lot. Any party meeting this definition of Merchant Builder by virtue of having the requisite contract or option (as opposed to holding actual title to at least ten (10) Lots) shall acquire at least ten (10) Lots within the twelve (12) month period following the execution of the contract/option or lose its Merchant Builder status unless the Board of Directors determines that such circumstances exist as to justify the party retaining that status. If a party at any time qualifies as a Merchant Builder hereunder, except per the preceding sentence, the fact that the number of qualifying Lots reduces thereafter shall not affect such party's status as a Merchant

Builder unless and until such party no longer owns any Lot within the Property for sale in the ordinary course of business.

Upon the request of any Owner or party proposing to acquire any Lots, the Association shall issue a written statement confirming the status of such Owner or party as a Merchant Builder, if such is the case. Such written statement shall be binding on the Association and may be relied upon by the addressee thereof, its successors and assigns, as well as any party lending money to such party for the acquisition of, or construction of improvements upon, the applicable Lots as well as any party providing funds for the refinancing thereof.

C. MODEL IMPROVEMENTS - those improvements to a Lot(s) which are of a temporary nature and are related to the use of a home as a model (furnished or unfurnished) such as, but not limited to, fencing, signage, preparation of land for use as temporary parking and the like.

D. TEMPORARY FACILITY - a trailer or other removable temporary structure which is used in connection with the Merchant Builder's activities as a sales or construction office or similar use related to the Merchant Builder's activities within the Property.

Section 3. Ancillary Offices and Temporary Facilities. Nothing in this Declaration shall prohibit Merchant Builder's installation and use of an ancillary office or temporary facility as long as (i) same is approved by the A.R.B. and (ii) as to a Temporary Facility, same is placed on a Lot(s) owned by the Merchant Builder in anticipation of the creation of an Ancillary Office (as represented by the Merchant Builder to the A.R.B.) and which facility shall not be permitted to remain on the property for more than six (6) months except under extenuating circumstances as determined by the A.R.B. The A.R.B. shall not unreasonably withhold or deny its approval of Ancillary Offices or Temporary Facilities.

Section 4. Model Improvements. Notwithstanding any other restriction set forth in this Declaration, a Merchant Builder shall be permitted to install and maintain Model Improvements of a type, nature, appearance and location approved by the A.R.B. (such approval not to be unreasonably withheld) for so long as the related home(s) owned or leased by the Merchant Builder is used as a model (whether furnished or unfurnished) after which time the Merchant Builder shall have the affirmative obligation to promptly remove all such model improvements and restore the effected land to the condition it in which it existed prior to the installation thereof or the same as intended to exist per approved plans for homes to be located thereon.



THIS INSTRUMENT PREPARED BY:  
Charles W. Edgar, III, Esq.  
Levine, Frank, Edgar & Telepman, P.A.  
3360 PGA Boulevard  
Suite 500  
Palm Beach Gardens, Florida 33410

JUL-30-1996 11:31am 96-263051  
ORB 9373 Pg 808  
RECORDS SECTION

THIRD AMENDMENT  
TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
EGRET LANDING AT JUPITER

THIS AMENDMENT is made as of the 27<sup>th</sup> day of July,  
1996.

R E C I T A L E

A. That certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR EGRET LANDING AT JUPITER was recorded August 2, 1993 in Official Records Book 7823, Page 60 of the Public Records of Palm Beach County, Florida, as amended to date (the "Declaration"), the definitions set forth in which are hereby incorporated herein by this reference.

B. Certain provisions of the Declaration are in need of clarification and modification so as to reflect the intended and orderly development, sale and use of the Property as well as to facilitate that development to the benefit of all Owners.

C. The clarification and modification of such matters is consistent with the general plan and uniform scheme of the development and the use of the Development as contemplated by the Declaration.

D. The Owners of not less than sixty-five percent (65%) of the Lots, such being the interests necessary to adopt an amendment of the Declaration per Article XVII, Section 5 thereof, have approved this amendment by vote at a duly constituted meeting of the Association.

E. The consent of the Institutional Mortgagee(s) of at least fifty-one percent (51%) of the Lots that are subject to mortgages held by Institutional Mortgagees is not required for the subject matter of this Amendment.

F. The approval hereof by any other person or entity (including, without limitation, any governmental agency or special district) is not, by the terms of the Declaration or any other instrument, required to authorize the amendments set forth hereinbelow.

NOW, THEREFORE, by virtue of the aforesaid authority and in accordance with the express terms, conditions and requirements of the Declaration, the following amendments are hereby adopted:

1. Article IV, Section 5 is hereby amended by adding the following new paragraph to the end thereof:

In addition to the foregoing, the Association shall have the authority to contract and pay for the installation of street lights and related lines, equipment and improvements within appropriate portions of the Development including, without limitation, dedicated street rights of ways. The costs of doing so, as well as any cost to maintaining the street lighting system, shall be deemed a Common Expense hereunder and, further, installation costs, if any, may be assessed in the same manner as a Common Property Improvement Special Assessment. In undertaking such action, the Association, acting through the Board of Directors, shall be authorized to enter into appropriate contracts, agreements, leases and other undertakings with the Town of Jupiter, Florida Power & Light Company and any and other governmental agency, utility, contractor or professional.

2. Article VII, Section 4.E. is hereby amended by restating same to read:

E. Declarant Easements. Easements are hereby reserved throughout the Property by Declarant, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sales of the Property. Declarant retains the right to maintain an office or offices on the Property, in a location to be selected by Declarant. Declarant also may construct and maintain a sales office or offices, and may post and display a sign or signs on any Lots (with or without a Dwelling) owned or otherwise being offered for sale by Declarant, or on the Association Property or the Common Property.

3. Article V, Section 3 is hereby amended by adding the following new paragraph to the end thereof:

In addition to the foregoing, the Association, acting through the Board of Directors, may levy Assessments on a

specific type or class of Lot (e.g., those Lots on which Dwellings are completed, Lots in a particular geographical area) for expenses incurred by the Association at the request, or with the approval, of the Owners of a majority of the Lots to be so assessed. In such case, the Lots which are not of the aforesaid type or class shall not be assessed for such expense.

4. Article IX, Section 1 is hereby amended by restating same to read:

Section 1. Residential Use. All Lots shall be used only as detached single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot, and no business may be conducted on any part of any Lot, except for (a) the temporary use of Dwellings for model homes, "spac homes" or construction or sales offices (temporary or permanent) to be used in the ordinary course of business, if approved by separate written agreement of the Declarant and (b) the use of the permanent sales center site shown the Development Plan as it exists on the date hereof for such purpose.

5. Article IX, Section 5 is hereby amended by adding the following new sentence thereto:

Notwithstanding the provisions of this section, the Board of Directors may, by duly adopted rule, permit certain vehicles of types and descriptions specified in such rule notwithstanding that they may fall within the general meaning of prohibited vehicle (e.g., "truck"). However, because such rule is a permitted exception to an otherwise general prohibition, the Board of Directors shall be under no duty to permit any particular type of vehicle to be kept within the Development.

6. Article XI, Section 11 is hereby amended by restating same to read:

Section 11. Minimum Size of Dwelling. Dwellings located within the Property shall have a minimum floor living area of 1,750 air conditioned square feet in the case of a one-story Dwelling and 2,000 square feet (with a minimum of 1,600 square feet on the first floor) in the case of a two-story Dwelling. In the event that Lots 106 through 143, 258 through 293 and 475 through 512 of the Property are replatted, in whole or in part, into smaller Lots, then the foregoing minimum square feet shall be 1,500 air conditioned square feet for Dwellings constructed on such smaller Lots. The A.R.S. shall have the right, however, to allow a lesser minimum floor area if any Lot configuration is such that it is reasonably impractical, based upon usual and customary industry standards, to meet the

foregoing minimum square footage requirements. The square footage requirements stated herein are exclusive of garages, covered walks, open and/or screen porches or patios and pool areas. The square footage measurement shall be taken from outside exterior walls.

7. Article XIV, Section 1 is hereby amended by restating the first sentence thereof to read:

Notwithstanding any provision herein to the contrary, neither the Owners nor the Association, nor their use of the Common Property, shall interfere with the completion of the contemplated improvements, the sale of Lots or any other sales activity of the Declarant, whether of its own Lots or those of others.

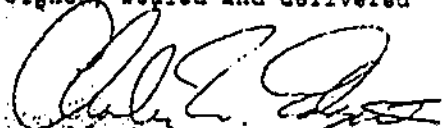
8. Article XIV, Section 2 is hereby amended by adding the following new sentence thereto:

As part of or separately from exercising the aforesaid rights, Declarant shall have the right, without the joinder or consent of the Association or any Owner, to seek and obtain changes to laws, codes, ordinances, resolutions, development agreements and approvals and other land use agreements, approvals or controls as they apply to the Properties, or an applicable portion(s) thereof. Any change obtained by Declarant pursuant hereto shall not, however, result in an Owner being required to change any existing improvements on his Lot or any improvements for which a permit has been issued nor shall it make any existing uses of a Lot non-conforming under any standards or requirements resulting from such change. The Association shall do nothing which prevents, impairs or interferes with the exercise of the rights of Declarant reserved herein.

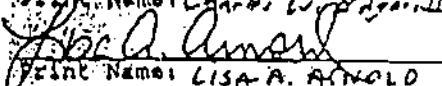
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year aforesaid to certify that the Quorum of at least sixty-five percent (65%) of the Lots have approved the foregoing Amendment.

Signed, sealed and delivered

SECRET LANDING PROPERTY OWNERS  
ASSOCIATION, a Florida  
corporation not for profit

  
Print Name: Charles W. Arnold III

  
BY: Robert A. Berman, President

  
Print Name: LISA A. ARNOLD

property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Common Expenses, and all other expenses described in this Declaration. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplemental declaration with respect to the lands to be added."

2. Article XVII, Section 5 of the Declaration is hereby amended to read [added words underlined]:

"Section 5. Amendment.

A. This Declaration may be amended at any time and from time to time upon the recordation of an instrument approved by Owners of not less than 65% of the Lots. In addition, the approval of any material change must be obtained from Institutional Mortgagees of at least 51% of the Lots that are subject to mortgages held by Institutional Mortgagees. For the purposes hereof, a change to any of the following provisions shall be considered material:"

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year aforesaid.

Signed, sealed and delivered in the presence of:

Harvey Salom  
[Signature]

Conni Webster  
Matthew Webster

Harvey Salom  
[Signature]

THE JUPITER LAND PARTNERSHIP, a Florida general partnership,

By: James E. Goldstein  
James E. Goldstein  
Managing General Partner

By: Robert S. Berman  
Robert S. Berman  
Managing General Partner

PALM BEACH DEVELOPMENT & SALES CORP. OF FLORIDA, a Florida corporation

By: James E. Goldstein  
James E. Goldstein, President

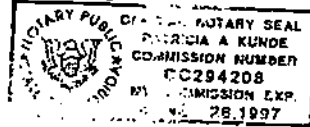
[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF FLORIDA )  
COUNTY OF Dade ) SS:

The foregoing instrument was acknowledged before me this 4th day of November, 1993 by James E. Goldstein, as Managing General Partner of The Jupiter Land Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced a valid Florida driver's license as identification.

My Commission Expires:  
Commission Number:

Patricia A. Kunde  
Print Name: Patricia A. Kunde  
Notary Public



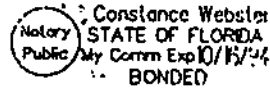
STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

The foregoing instrument was acknowledged before me this 11th day of November, 1993 by Robert A. Berman, as Managing General Partner of The Jupiter Land Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced a valid Florida driver's license as identification.

My Commission Expires: 10/16/94  
Commission Number: CC 056814

Constance Webster  
Print Name: Constance Webster  
Notary Public

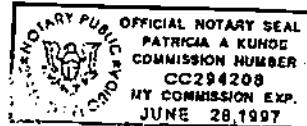
STATE OF FLORIDA )  
COUNTY OF Dade ) SS:



The foregoing instrument was acknowledged before me this 4th day of November, 1993 by James E. Goldstein, as President of Palm Beach Development & Sales Corp. of Florida, a Florida corporation on behalf of the corporation. He is personally known to me or has produced a valid Florida driver's license as identification.

My Commission Expires:  
Commission Number:

Patricia A. Kunde  
Print Name: Patricia A. Kunde  
Notary Public



CONSENT TO AMENDMENT

THE UNDERSIGNED, being the owner and holder of a mortgage recorded in the Public Records of Palm Beach County, Florida encumbering land subject to the Declaration of Covenants and Restrictions for Egret Landing at Jupiter recorded August 2, 1993 in Official Records Book 7823, Page 60 of the Public Records of Palm Beach County, Florida, and being an "Institutional Mortgagee" as defined therein, hereby consents to the foregoing First Amendment to Declaration of Covenants and Restrictions for Egret Landing at Jupiter.

MDL PORTFOLIO CORP., a  
Delaware corporation

[Signature]  
Print Name: Jim Dunn

[Signature]  
Print Name: Jerry [unclear]

By: [Signature]  
David Martindale  
Vice President

STATE OF TEXAS            )  
                                  ) ss:  
COUNTY OF DALLAS        )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November, 1993, by David Martindale as Vice President of MDL Portfolio Corp., a Delaware corporation, on behalf of the corporation. David Martindale is personally known to me or has produced drivers license as identification.

[Signature]  
Notary Public  
Name: Nancy J BRADSHAW  
Commission Expires: 02/28/96

