

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,

WITNESSETH:

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 aforesaid property buildings containing four separate townhouses 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 walls, and,

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 wall; 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 wall 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 willful 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 willful 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 willful 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 wall 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 wall.

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, unless 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:

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 purpose therein expressed and that he affixed thereto the corporate seal of said corporation; all under authority vested in said office by the Board of Directors of said corporation.

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

Notary Public, State of Florida at Large

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 NORTH 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°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 E 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 PURPOSE.

CONTAINING 10.2 ACRES, MORE OR LESS.