

## EXHIBIT "1"

**AMENDMENTS TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR NORTH FORK**

The original Declaration of Covenants and Restrictions for North Fork is recorded in Official Records Book 6212 Page 1013 of the Public Records of Palm Beach County, Florida.

As indicated herein, words ~~shaded~~ are added and words ~~struck through~~ are deleted.

## ITEM 1.

Article II of the Declaration of Covenants and Restrictions is amended as follows:

PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO: ANNEXATION

1. Existing Property. 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.

2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

~~(a) Additions by the Developer. The Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing herein shall mean the Developer must develop and additional properties according to the General Plan of Development.~~

~~(b)(a) Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the existing Property upon approval in writing of the Developer and of the Association pursuant to a majority of votes of the owners who are voting in person or by proxy, at a regular meeting of the Association or a meeting duly called for this purpose.~~

The additions authorized under subsections (a) and (b) shall be made by the filing of a record of one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a General Plan of Development for the proposed additions. ~~Unless otherwise stated therein, such General Plan shall not bind the Developer to make the proposed additions.~~

~~(eb) Mergers. Upon a merger or consolidation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated~~

association or, alternatively, the properties, rights and obligations of another association may be operation of law be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Property, except as hereinafter provided.

3. Annexation. ~~The Developer, its successors and assigns~~ The Association shall have the right to annex such additional properties into the Town of Jupiter, upon approval of at least fifty-one percent (51%) of the votes of the entire membership of the Association in person or by proxy at a regular meeting or a meeting duly called for this purpose. ~~Owner, by accepting title to this lot in North Fork, subject to the terms and conditions contained herein is deemed to have consented to such annexation. Further, Owner will if so requested by Developer or the Town of Jupiter execute a specific, separate consent to such annexation.~~

ITEM 2.

ARTICLE III 2 and 3. of the Declaration of Covenants and Restrictions are amended as follows:

2. Voting Rights. The Association shall have one class of voting membership. Each member, ~~including Developer~~, shall be entitled to one vote for each Parcel owned by such member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the member in such manner as may be provided in the By-Laws of the Association. Any member who owns more than one Parcel shall be entitled to exercise or cast one vote for each such Parcel. When more than one person holds the ownership interest required for membership, all such persons shall be members of the Association, and the vote for such Parcel shall be exercised as they among themselves determine. Provided, however, that in no event shall more than one vote be cast with respect to each Parcel. Where a Parcel is owned by other than a natural person or persons the owners shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In absence of such designation the Owner shall not be entitled to vote on any matters coming before the membership.

3. Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however that no such amendment ~~shall adversely affect the rights of Developer without Developer's written approval, nor shall such amendment~~ conflict with the terms of this Declaration.

## ITEM 3.

ARTICLE II 5. of the Declaration of Covenants and Restrictions is deleted in its entirety as follows:

~~5. Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the association until the Transfer Date previously defined herein to be the closing of the sale by Developer of the last Parcel held by the Developer for sale in the ordinary course of business in North Fork; or until such earlier time as is determined in Developer's sole discretion. So long as it retains control of the Association Developer shall have the right to appoint all members of the Board of Directors and Officers of the Association, and no action of the membership of the Association shall be effective unless and until approved by Developer. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners or the Association, Developer may, at its option, assign its obligations under such agreement to the Association, and in such event the Association shall be required to accept such obligations.~~

## ITEM 4.

ARTICLE IV 3, 5 and 7. of the Declaration of Covenants and Restrictions are amended as follows:

3. Extent of Members' Easement. The members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees 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 Lot 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 any promulgated rules and regulations.

(c) The right of the Association to mortgage any or all of the facilities constructed on the common Area for the purpose of improvements or repairs to Association land or facilities pursuant to approval of the members 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 Developer and~~ the Association to dedicate or transfer all or part of any 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.

(e) the right of ~~Developer and~~ the Association to take such steps as are reasonable necessary to protect the Common Property against foreclosure.

(f) Restrictions contained on any plat or filed separately with respect to all or any portion of the Property.

(g) All of the provisions of this Declaration and the Articles of Incorporation and the By-Laws of the Association.

5. Rules and Regulations Governing Use of Association Property and Common Property. The Association through its Board of Directors shall regulate the use of the Association Property and Common Property by its members, and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association at the Association office or such reasonably accessible location as is designated by the Board. Such rules and regulations may be enforced by legal or equitable action.

~~7. Title to Common Area. The Developer may retain the legal title to the Common Area or any 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 Transfer Date. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.~~

ITEM 5.

ARTICLE IV (11) of the Declaration of Covenants is deleted in its entirety as follows:

~~11. Island Way. As indicated on the Plat of North Fork, Island Way is a public roadway dedicated to Palm Beach County which shall be a thru street connection into Martin County.~~

ITEM 6.

ARTICLE VI 1. and 2. of the Declaration of Covenants and Restrictions are amended as follows:

1. Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

(a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Cable Television facilities may be installed in these utility easement areas. Within utility easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by the Developer), which may interfere with the installation and maintenance of underground utility facilities. The Association and its assigns are hereby granted access to all easements in which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(b) Easements for the installation and maintenance of drainage facilities granted to the Association as shown on the recorded subdivision plat of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

(c) Easements are hereby granted throughout the Property to the Association for the purpose of access to all Property dedicated to the Association on the recorded subdivisions plat of the Property.

~~(d) An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Property subject to its mortgage.~~

~~(ed) Easements are hereby reserved throughout the Property by Developer, by the Association, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the installation, supply and maintenance of facilities for the common area. development of the Property. Developer retains the right to maintain an office on the Property located in its discretion until such time as all Parcels have been sold and closed to Owners other than Developer. Developer may also construct and maintain sales agency offices, together with a sign or signs on Parcels of its choosing within the property, including the Common Property, so long as Developer is the owner of any property subject to this Declaration.~~

2. Restriction on Additional Easements. No Owner, other than Developer, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

## ITEM 7.

ARTICLE VII 2. and 4. of the Declaration of Covenants and Restrictions are amended as follows:

2. Creation of the Lien and Personal Obligation of Assessments. ~~The Developer hereby covenants, and~~ Each Owner of any Lot 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, (2) special assessments for capital improvements, and (3) annual or special assessments or charges, such assessments to be established and collected as hereinafter provided.

4. Basis and Collection of General Assessments. The Association shall annually estimate the common Expenses it expects to incur and the period of time involved therein and shall assess its members sufficient monies to meet this estimate. ~~The annual assessment is due and owing on the first day of the calendar year. Members may pay the assessment on a quarterly basis. Invoices for quarterly payments are sent to members as a courtesy and a member's failure to receive such invoice does not relieve that member of his obligation to pay the assessment. Each parcel shall be assessed at a uniform rate, to be determined by the Association, so that all parcels subject to a general assessment shall be assessed equally. Should the Association at any time determine that the assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collective in advance monthly, quarterly, semi-annually or annually, as the board of Directors shall determine. All Property administered by the Association shall be assessed annually. The allocations shall be as set forth in the budget established each year by the Association. Notwithstanding any of the provisions herein regarding time for payment of annual assessments, any member who rents or leases a parcel to another shall pay to the Association the entire general assessment that will come due over the lease term, or an amount equal to one full annual assessment, whichever is less, at the start of the lease period.~~

## ITEM 8.

ARTICLE VII 9. of the Declaration of Covenants and Restrictions is amended as follows:

9. Liability of Institutional Mortgagees. In the event that the holder of an Institutional First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, ~~or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage,~~ the Institutional Mortgagee, its successors and assigns, shall not be liable for assessments pertaining to such property applicable to the time prior to acquisition of title as a result of the foreclosure ~~or deed or other arrangements in lieu of foreclosure~~ unless such assessment is secured by a claim of

lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed to be common assessments, collectively from all members of the Association, including such acquirer, his successors and assigns. The Institutional First Mortgagee, however, shall not be excused for the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment.

ITEM 9.

ARTICLE IX 1 and 2. of the Declaration of Covenants and Restrictions are amended as follows:

1. Architectural Review and Approval. It is the intent of ~~Developer~~ ~~the Association~~ to create and maintain upon the Property a residential community of high quality and harmonious Improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alternation be made to any improvements unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board of the Association. All such plans and specifications shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B. In the exercise of its power and the performance of its duties, the A.R.B. shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any proposed improvement to harmonize with that concept. The A.R.B. shall be permitted to employ aesthetic values in making its determination.

2. Architectural Review Board. An Architectural Review Board consisting of ~~five (5)~~ ~~not less than three (3)~~ ~~and no more than seven (7)~~ ~~voting~~ members shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. ~~Only one member from each household shall be entitled to be on the A.R.B. at any given time. Initially, all members of the A.R.B. shall be appointed by the Developer. Members of the A.R.B. need not be members of the Association or a Property Owner within North Fork until the Transfer Date. Subsequent to the Transfer Date a~~ All members of the A.R.B. must be members of the Association and shall be appointed by the Board of Directors of the North Fork Property Owners' Association, Inc.

ITEM 10.

ARTICLE X (1) of the Declaration of Covenants and Restrictions is amended as follows:

1. Residential Use. All Parcels shall be used only as residential dwellings and for no other purpose. No business or commercial structure may be erected on any Parcel,

and no business may be conducted on any Parcel. ~~Notwithstanding the foregoing, the Developer may from time to time construct model homes on the Property, and may also erect and maintain sales offices on the Property.~~

ITEM 11.

ARTICLE XIV (1) and (2) of the Declaration of Covenants are amended as follows:

1. Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to ~~Developer or~~ the Association may be assigned by the ~~Developer or the Association, as the case may be.~~ After such Assignment, ~~Developer and/or the Association shall be relieved and released of all obligations with respect to such right, power, obligation, easement of estate.~~

2. Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County; subject, however, to the following provisions:

~~(a) Except as provided herein below, an amendment initiated by any party other than Developer must obtain the approval of at least seventy-five percent (75%) of the Owners; provided, however, that until the Developer relinquishes control of the Association, as described herein above, all amendments must include the joinder of Developer.~~

~~(b) this Declaration may be amended upon the initiation of Developer, at any time, upon all approval of a least fifty-one percent (51%) of the Owners.~~

~~(c) This Declaration may be amended by Developer, at any time, without the joinder or consent of other Owners, mortgagees or any other party, for the purpose of subjecting additional real property to the provisions hereof, or for the purpose of complying with governmental or lender requirements.~~

(a) This Declaration may be amended at any time, upon approval of at least seventy-five percent (75%) of the votes of the entire membership of the Association voting in person or by proxy.

(db) Any amendment to this Declaration which would affect the Water Management Systems, including the water management portions of the Common Property, must have the prior approval of South Florida Water Management District.

(ec) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

ITEM 12.

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

ARTICLE XIV 5. of the Declaration of Covenants and Restrictions is amended as follows:

5. Enforcement of Declaration. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by ~~the Developer,~~ the Association or any individual, and should the ~~parties~~ party seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees incurred prior to trial and at all trial and appellate levels ~~to the prevailing party.~~ The failure or refusal of ~~Developer,~~ the Association or any owner to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. This right of enforcement shall likewise apply to any additional covenants, restrictions, reservations, assessments, liens and other terms and provisions additionally imposed.

ITEM 13.

ARTICLE XIV 6. of the Declaration of Covenants and Restrictions is amended as follows:

6. Notices. Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the ~~last known~~ address as it appears on the books of the Association of the person who appears as an Owner or member on the records of the Association at the time of such filing.

56810111.13D

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR NORTH FORK**

**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. The original Declaration of Covenants and Restrictions for North Fork is recorded in Official Records Book 6212 at Page 1013 of the Public Records of Palm Beach County, Florida.

DATED this 2 day of Dec., 1997.

WITNESSES:

NORTH FORK PROPERTY OWNERS'  
ASSOCIATION, INC.

Lauren Davis

Signature

Lauren Davis

Print Name

Christina Mantovi

Signature

Christina Mantovi

Print Name

By: Ron Palladino

Ron Palladino, President

By: Jean Schmidt

Jean Schmidt, Secretary

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



The foregoing instrument was acknowledged before me this 2 day of December, 1997, by Ron Palladino, as President and Jean Schmidt, as Secretary of NORTH FORK PROPERTY OWNERS' ASSOCIATION, INC., who are Personally Known \_\_\_ or Produced Identification \_\_\_.

Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC (SEAL)

This instrument prepared by:  
Louis Caplan, Esquire  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue So.  
Suite 600  
West Palm Beach, Florida 33401

Sign Vivian S. Calder  
Print Vivian S. Calder  
State of Florida

My Commission Expires: 5-31-99

wlc  
1105