

Record and return to:
Gary D. Fields, Esq.
LAW OFFICE OF GARY D. FIELDS
Admiralty Tower - Suite 900
4400 PGA Boulevard
Palm Beach Gardens, FL 33410

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS, RESERVATIONS,
SERVITUDES AND EASEMENTS, AFFECTING THE PLAT OF THE SHORES**

This Amended and Restated Declaration, made by THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC., a Florida not for profit Corporation, the organization established by the owners of property in The Shores to manage the properties within The Shores.

W I T N E S S E T H:

WHEREAS, the property described below is subject to a certain Declaration of Protective covenants, Restrictions, Reservations, Servitudes and Easements, Affecting the Plat of The Shores, which was recorded on November 4, 1986, in Official Records Book 5062, Page 244 of the Public Records of Palm Beach county, Florida, and amended by recordings on November 21, 1986, in Official Records Book 5080, Page 1484, on February 27, 1987, in Official Records Book 5189, Page 1034, on June 4, 1987, in Official Records Book 5301, Page 1671, on February 11, 1988, in Official Records Book 5572, Page 1121, on August 12, 1988, in Official Records Book 5773, Page 423, on November 22, 1988, in Official Records Book 5880, Page 1188, on September 25, 1992, in Official Records Book 7410, Page 1473, on September 10, 1996, in Official Records Book 9431, Page 1454, on May 6, 1998, in Official Records Book 10386, Page 1366, and on July 8, 2004, in Official Records Book 17224, Page 0957, all of the Public Records of Palm Beach County, Florida (collectively referred to herein as the "Original Declaration"); and

WHEREAS said Original Declaration is hereby amended and restated in its entirety, and the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefit of each present and future owner thereof or of any part thereof, shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors, legal representatives and assigns:

PARAGRAPH I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration, is located in Palm Beach County, Florida, and is more particularly described as follows:

See attached Exhibit "A"

PARAGRAPH II

GENERAL PURPOSES OF COVENANTS

The real property described in Paragraph I hereof is subject to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best and the most appropriate development and improvement of each lot thereof, to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, therefore, as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of unsuitable materials; to obtain harmonious architectural schemes, to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvements in said property, and thereby enhance the property and investments made by purchasers of lots therein.

PARAGRAPH III

DEFINITION OF TERMS

A. Dwelling House, Building, Out Building. The words "dwelling house", "building" and "outbuilding", wherever used in this Declaration, shall be deemed and construed to include both the main portion of such structure and all projections there from, such as bay, bow, or oriel windows, exterior chimneys, porches, stoops, and the like, including garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

B. Said Plat. The words "said plat", wherever used in this Declaration, mean and refer to the

Plats of THE SHORES described in Paragraph I hereof.

C. Said Property. The words “said property”, wherever used in this Declaration, mean and refer to the property which is platted as THE SHORES described in aforesaid Paragraph 1. Notwithstanding the foregoing, the words “said property” shall not include any property which is now or hereinafter dedicated or conveyed to any water control district or governmental entity, it being the intention hereof not to subject any property so dedicated or conveyed to the provisions of this Declaration.

D. Setback. The term “setback” , wherever used in this Declaration, means the distance between dwelling houses or other structures referred to and the street or side or rear boundary lines of the particular lot.

E. Street. The term “street”, wherever used in this Declaration, means and refers to any street, highway or other thoroughfare shown on said Plat of THE SHORES or contiguous to the real property designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, trail or walk.

F. Common Area. The words “common area” mean and include all those areas of Said Property not included in the lots which are to be maintained by the Association.

G. Lot. The term “lot”, wherever used in this Declaration, means and refers to the numbered lots described in said Plat.

H. Owner. The term “owner”, wherever used in this Declaration, shall mean the owner of the lots referred to in Paragraph G. above.

I. Association. The term “Association”, wherever used in the Declaration, shall refer to and mean THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC., a Florida Corporation not for profit.

J. Committee. The term “Committee”, wherever used herein, shall refer to and mean the Architectural Committee described herein.

PARAGRAPH IV

MINIMUM STANDARDS AND PROHIBITED USES

The following minimum standards and prohibited uses shall be applicable to single family residential lots shown on the plat of THE SHORES.

A. No dwelling house having a floor square foot area of less than one thousand six

hundred fifty (1,650) square feet shall be erected, constructed and maintained upon any lot. In computing square foot area, credit shall not be given for screened porches, garages, patios or similar areas.

B. No building, structure, or object, except approved fences, gates, entrances, or landscaping shall be erected, placed or maintained on any lot near or to a front, back, or side lot line, than that allowed by the appropriate governmental authority's Zoning Code. Notwithstanding the foregoing, no improvements shall be placed within the preservation buffer as delineated on the plat.

C. The front of any lot shall be the side adjacent to a Street. The rear shall be the side opposite the front. If a lot has more than one (1) lot line adjacent to a street, the Architectural Committee shall designate which lot line is the front of such lot.

D. No dwelling house shall be erected without providing an enclosed garage containing at least four hundred (400) square feet. No dwelling house, swimming pool or appurtenant pump house, outdoor fireplace or grill shall be erected, constructed or maintained on any lot unless approved by the Architectural Committee.

E. No garbage container shall be placed on any lot or easement or right of way for collection prior to the appointed time for collection, and all empty containers shall be removed from any collection point immediately upon collection. All garbage containers shall be maintained, stored, and placed for collection in a neat and orderly fashion so as to not create unnecessary nuisance, disturbance or unsightliness. All garbage placed in garbage containers shall be sealed in standard trash bags made of material or sufficient strength to contain garbage placed therein without ripping or tearing.

F. All lots shall be fully landscaped contemporaneously with the completion of construction of the dwelling house in accordance with a landscape plan approved by the Architectural Committee. The landscape plan shall provide for shade trees in the front and back yards as well as along the street right of way. The landscape plan shall further provide for complete sodding of each lot to the property lines or to the Preservation Buffer or lake in the case of waterfront lots. The Architectural Committee may, in its discretion, require that a minimum amount be expended for the landscaping referred to herein. Street right-of-way tree requirements shall be as follows:

1. Laurel oak and/or live oak trees shall be planted and maintained at an approximate forty (40) feet spacing along all road right-of-ways. No such tree shall be planted any closer to an existing stop sign than fifteen (15) feet.
2. The minimum tree height at the time of planting shall be ten (10) feet overall height above finish grade with a minimum 3 inch caliper diameter trunk.
3. The lower branches on all trees shall be pruned to achieve a mature tree shape

with lower branches a minimum of seven (7) feet above grade elevation, Severe pruning of upper branches (hat racking) is strictly prohibited.

4. As to all owners of lots who shall fail to comply with these requirements, or who are not in compliance as of the recording of this Amendment, the Association shall have the following remedies in addition to any other remedies provided for in this Declaration:

a. The Association may, but shall not be required to, provide notice of non-compliance to the Owners concerned, requesting that the street right-of-way trees be planted in specified locations and/or pruned within thirty (30) days from the date that notice was sent.

b. In the event that the Owner does not effect the planting and/or pruning by the end of this period, then the Association shall be entitled to contract to have the planting and/or pruning effected (and shall be entitled to entry onto the lot), whereupon the costs of the planting and/or pruning shall become a special assessment against the lot and Owner, and collectible as special assessments are collected under this Declaration.

G. All driveways shall be completed prior to occupancy and all driveway surfacing materials shall be approved by the Architectural Committee. Additionally, each lot owner shall construct a concrete sidewalk four feet (4') in width on the road right-of-way along the entire front property line and contiguous to said property line. Additionally, each lot owner will repair any damage to the street or valley gutters which may occur during the course of construction.

H. All roofs shall be cedar shake or tile and shall have a minimum pitch of 5/12 except approved flat roofs over rear porches.

I. All public utility wires, lines, cables and, pipes, including, without limitation, all telephone, electrical and cable television wires shall be installed underground from the dwelling or outbuilding to, the street or utility easement. No lot shall have its own independent sewer and water system except for an underground sprinkler system.

J. All lots shall have sprinkler systems which shall be completely underground, and shall be so designed as to irrigate an entire lot from the edge of roadway pavement to the rear property line or to water's edge in the case of a waterfront lot. Additionally, any sprinkler system which uses lake water as its source shall contain an inlet consisting of only underground pipes as approved by the Architectural Committee.

K. No air conditioning, heating or other appliances of any kind shall be constructed or placed upon any roof or window of any building or any part thereof, except solar heating units approved as to type and location by the architectural Committee.

L. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the

Architectural committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.

M. No temporary building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

N. No basement, garage, trailer or partially completed building shall be used for human occupancy.

O. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained on any lot, provided, however, that dogs, cats and other household pets may be kept in reasonable numbers if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the owner's lot and no pet shall be allowed to roam unattended. There shall be no commercial breeding of any animal on any lot.

P. Vehicles and Parking.

1. Except as allowed in Section two (2) below, no truck; van; boat; recreational vehicle; motor home; mobile home; camper; trailer; bus; three or four wheel all terrain vehicle; off-road 4x4 sport utility type vehicle with modified suspension including non O.E.M. wheels and tires, modified exhaust, modified bumpers, roll-bars, roll-bar mounted lights or other non O.E.M. equipment; motorcycle; moped; dirt bike; go cart; three-wheel motorized vehicle; limousine; camper-type, stand up vans with or without modified "Hi Top" conversion, water and/or sewer connections, and rooftop air conditioning units; extended crew cab pick up trucks with four doors; trucks with dual rear wheels; trucks with trailer towing fifth wheel provisions; vehicles of any type with wheel rims larger than 16.5 inches diameter or any commercial vehicle of any type; and other such motor vehicles; except four-wheel passenger automobiles; shall be placed, parked, or stored within the confines of THE SHORES OF JUPITER except hidden within a Unit with the Units garage door closed.

2. Exceptions to (1) above. The following vehicles shall not be subject to the parking restrictions contained in Subsection (I) above, and shall be entitled to park within THE SHORES OF JUPITER Property subject to restrictions contained in Subsections (3) through (8) below:

a. Vehicles, regardless of classification, necessary for the maintenance, care or protection of THE SHORES OF JUPITER Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

b. Service and delivery vehicles, regardless of classification during regular business hours and only for that period of time to render the service or delivery in question.

c. Light duty pick up trucks rated at 3/4 ton or less, two or four wheel drive sport utility type recreational vehicles, minivans, vans rated at 3/4 ton or less, and modified conversion vans rated at 3/4 ton or less intended for passenger use only with fully trimmed interiors with front and rear passenger seating for not more than 8 occupants and

with low profile modified tops, fifteen (15) inches in height or less. Light duty trucks shall have no equipment or racks visible.

3. Classifications and Definitions.

a. The most current edition of the N.A.D.A. Official Used Car Guide shall determine the classification of whether a vehicle is in fact a truck or van, or whether same is a passenger automobile. If said Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of such Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. A State registration or title classification shall have no bearing on determination of the classifications hereunder.

b. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: same displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

c. A truck shall mean any motor Vehicle which is class fled as a truck in accordance with Subsection 3(a) above

d. A "Van" shall mean any motor vehicle which is classified as a truck in accordance with Subsection 3(a) above and which is recognized by the manufacturer to be a type of a van.

4. All motor vehicles must be maintained as to not create an eyesore in the community.

5. Except in the case of safety concerns, horns shall not be used or blown while a vehicle is parked, standing in or driving through the roads and/or parking areas at THE SHORES OF JUPITER. Racing engines and loud exhausts shall be prohibited, No vehicle shall be parked with motor running.

6. Except within the Unit's garage with the Unit's garage door closed: No self-powered vehicles which appear to be unable to operate on its own power shall remain within THE SHORES OF JUPITER for more than twenty-four (24) hours, and no repair (including changing of oil) of a vehicle shall be made within said Property except for minor repairs necessary to permit removal of a vehicle.

7. Remedy of Towing. If upon receipt of that notification from the Association as required by Section 716.07 Florida Statutes, as amended from time to time (the vehicle towing Statute in Florida), an offending vehicle owner does not remove a prohibited vehicle from THE SHORES OF JUPITER Property, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow, in the even

that the vehicle owner refuses to pay any such costs which the Association may incur, upon demand, the Association shall have the right to levy a Special Assessment therefore against the unit and unit owner in question, that is, the unit owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner (s) of the vehicle (as such, the unit owner is liable for the vehicle violations of his/her family, lessees, guest, employees, visitors, etc.); thereupon said assessment shall be collectable like any other assessment provided for in this Declaration and By-Laws of the Association.

8. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Paragraph IV, Section P. by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of incorporation or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Paragraph and Section.

Q. Structures and Improvements on Easements. Except as otherwise specifically prohibited elsewhere in this Declaration, no Dwelling House, Garage, Out-building or Other Structure or Improvement and no tree, bush, shrub or landscaping of any kind, shall be built or maintained upon any easement, except with the prior written approval of the Board of Directors of the Association and with full compliance with this Paragraph IV, Section Q. of the Declaration. Association approval shall be reflected by the Association's execution and the recording of that legal document attached to this Amendment as Exhibit "B" and incorporated herein. Easement, shall at all times be open and accessible, to the persons entitled to the use thereof. Such construction or placement upon any easement shall be absolutely prohibited if the easement holder (other than the Association) prohibit same. Furthermore, at no time shall the slab of a Dwelling House, Building, Garage or Out-Building be placed upon any easement. Furthermore, at no time shall the overhang of any Dwelling House, Building, Garage or Out-Building extend more than eighteen (18) inches into any easement. Approval Of the Board of Directors shall be conditioned upon the Owner(s) execution of that legal document which is attached to this Amendment as Exhibit "B" and incorporated herein, and the recording of same in the Public Records of Palm Beach County, Florida at the expense, of the Owner(s). Said Exhibit "B" may be changed from time to time by the Board of Directors without having to amend this Declaration. Finally, approval by the Board of Directors shall be further conditioned upon the Owner(s)' payment of a fee in connection with approval and the cost of recording the Exhibit "B" document, which fee shall be established from time to time by the Board of Directors.

R. No tree with a trunk greater than four inches (4") in diameter (measured four feet (4') above the ground) may be removed from any lot unless approved by the Architectural Committee, except if located within the perimeter of the foundation or within ten feet (10') of the perimeter of the foundation of an approved structure.

S. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No rubbish, refuse or garbage shall be placed on adjoining lots. Weeds and grass growth shall be kept to a maximum height of six

inches (6”), except vacant lots which shall be twelve inches (12”) maximum, above the ground and all trees and shrubs shall be appropriately trimmed. No noxious vegetation, including, but not limited to, coconut palms, Brazilian peppers, Australian pines or melaleucas shall be planted on any lots. Debris from construction or other activities shall be contained at all times. Coconut palm tree(s) shall not be planted on the lot unless such trees(s) are maintained in a pruned condition without any visible coconut(s). In the event that the Association observes a coconut tree with any visible coconut(s), then the Association shall be entitled to contract to have the coconut(s) removed (and shall be entitled to entry onto the lot), whereupon the pruning costs shall become a special assessment against the lot and Owner, and collectible as special assessments are collected under this Declaration.

T. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lot by the residents thereof.

U. No aerials, antennas, or satellite dishes shall be placed directly upon any lot or fixed to any structure.

V. No lot shall be subdivided. The owner of more than one contiguous lot may apply to the Architectural Committee for permission to use such lots as a site of a single family dwelling, and upon the written consent of the Committee, said contiguous lots shall thereafter be treated as a single dwelling lot; provided, however, that for purposes of voting in the Association, or assessments, said lots shall be treated as distinct and separate lots. In addition, the Committee may require the lot owner to execute and record a unity of title declaration in form acceptable to the Committee’s counsel.

W. All exteriors of buildings, outbuildings or fences and all exterior surfaces of any type, quality or nature, including screens, shall be painted or otherwise covered in uniform colors approved by the Architectural Committee. No raw aluminum screens or enclosure structures shall be allowed. All colors of exterior surfaces shall be subject to approval of the Architectural Committee and shall be maintained so that the appearance of such colors and exterior surfaces shall remain substantially as approved by said Architectural Committee.

X. Except to bring building pads to required elevations, no changes in the elevation of any lot shall be made upon the premises, nor shall any fill be used to extend the property beyond the lot line without the prior written consent of the Architectural Committee.

Y. Whenever the Association is permitted or required by the covenants to enter any lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed as trespass.

Z. No signs of any nature may be posted, erected or placed on any lot unless approved by the Architectural Committee or in accordance with sign standards and guidelines established by

the Committee from time to time.

AA. No fence or wall or hedge may be built or planted without the approval of the Architectural Committee or exceed a height of six feet (6') on side and rear lot lines.

BB. No driveway, road or other improvement to provide ingress, egress or access will be constructed on or across any area designated on the Plat of THE SHORES as "no access easement" or "no access buffer".

CC. All mailboxes will be of a type and design established by the Architectural Committee.

DD. No dock, wharf or similar structure shall be constructed on any lot unless approved by the Architectural Committee and all appropriate permits and approvals obtained from Palm Beach County. No motor boats of any kind shall be operated on any of the lakes located in The Shores.

EF. Solar Panels/Devices: Solar panels/devices are permitted only on the roof and parallel to it, and only after the installation is approved in advance by the Architectural Control Committee; however no such panels or devices, including pipe or line materials, shall be visible from any street(s) adjacent to the dwelling house.

FF. Clotheslines and Hanging of Clothes: Clotheslines and the hanging of clothes shall not be permitted anywhere on the Property, including Lot, unless completely hidden from view when viewed at ground level; however, same shall be permitted in a screened porch or patio on the rear of the dwelling house even though not entirely hidden from view. Any structure installed to hide view must comply with any other provisions of the Declaration and any guidelines of the Architectural Control Committee, and must be approved in advance by the Architectural Control Committee.

PARAGRAPH V

PROPERTY OWNERS ASSOCIATION

There shall be created and established a non profit Florida corporation known as THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

PARAGRAPH VI

PURPOSES AND MEMBERSHIP OF THE ASSOCIATION

The purposes of the Association shall be all of the purposes set forth in Article III of the Articles of Incorporation of the Association. Also, the Association shall be responsible for maintaining all common areas dedicated to or owned by the Association serving all owners of property in THE SHORES Development. The Association shall provide an entity for the execution, performance, administration and enforcement of all terms and conditions, servitudes and easements affecting all such property and drainage facilities and waterways. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance, or the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein.

PARAGRAPH VII

FEE, DUES, CHARGE AND ASSESSMENTS - ASSOCIATION

Each owner of any lot in the property described in Paragraph I hereof by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association fees, dues, charges and assessments which shall be established in accordance with the By Laws of said Association.

Notwithstanding any provision to the contrary in this Declaration or the Association By-Laws, the Association is authorized to contract for bulk rate cable television and other telecommunication services, and the charge for such bulk rate service shall be assessed as a common expense and such common expense assessment shall be allocated equally to all units and lots. Any such bulk rate contract shall provide that any hearing impaired or legally blind owner or occupant who does not occupy the unit/residence with a non-hearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units/residences, the Association shall not be required to pay any charge related to such bulk rate contract.

PARAGRAPH VIII

ENFORCEMENT OF ALL ASSESSMENTS

AND CREATION OF LIENS

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

A. If fees, dues, charges or assessments of any kind charged by the Association are not paid upon the date when due, such sums shall be and become delinquent and shall, together with interest thereon, attorneys' fees and all costs of collection, be and become continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

B. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals, together with a late fee, at the Board's discretion, of up to \$25.00 per delinquent installment. At any time that an assessment or charge is delinquent the Association shall have the right to file a Claim of Lien in the Public Records of Palm Beach County, Florida, which Lien shall secure all charges and assessments due and owing as of the date of rendition of Judgment. The Association may bring an action to foreclose the Lien against the property in like manner as the foreclosure of a mortgage on real property, and there shall be added to the amount due in addition to the interest and (if applicable) late fee hereinabove set forth, all costs of collection and/or appeal and all attorney's fees incurred by the Association in connection with the collection and/or appeal. The Claim of Lien and Judgment shall include all of said sums.

PARAGRAPH IX

SUBORDINATION OF LIENS TO MORTGAGES

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien for any such sums.

PARAGRAPH X

CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS:

ARCHITECTURAL CONTROL COMMITTEE

A. Review by Committee. No structure, whether part of a residence, fences, walls, exterior lighting, or other improvements shall be constructed or maintained upon any Lot; no alteration, repair, addition, changing or remodeling to the exterior of a Dwelling House or other structure shall be made; and no landscaping or modification to the irrigation or system shall be effected; unless complete plans, specifications, and plot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, with front, side and rear elevation and floor plans for each floor and basement if any, with reference to the street side and rear lines of the Lot, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan and any other details of any alteration: shall have been submitted to and first approved in writing by the Architectural Control

Committee of the Association. Such plans and specifications shall provide for adequate approaches and turnouts which shall meet the minimum standards imposed by the applicable governmental authority. Such installations of approaches and turnouts shall be completed prior to issuance of the certificate of occupancy.

B. Submission of Plans to Association's Architectural Control Committee. Prior to any construction, alteration or improvement referred to in Paragraph X, Section A. above, three (3) sets of written plans and specifications, sealed by an architect or residential designer licensed to practice in the State of Florida, shall be submitted therefore to the Architectural Control Committee for the approval of the Architectural Control Committee, showing the nature, kind, design, shape, height, materials, colors and location of same, in a form which would be acceptable to obtain a building permit or in the event a permit is not required, then in a form that would be required if a permit was in fact required.

C. Function of the Architectural Control Committee. The Architectural Control Committee shall be a Permanent Committee of the Association and shall administer and perform the architectural review and control functions of the Association. The Architectural Control Committee shall exercise its best judgment to see that all improvements, constructions, landscaping and alterations conform to and harmonize with existing surroundings and structures. The Architectural Control Committee may also assist and advise the Board of Directors, of the Association in enforcing the Declaration and in adopting rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors.

D. Composition of the Architectural Control Committee. The Architectural Control Committee shall be composed of two (2) or more person appointed by the Board of Directors. Architectural Control Committee members need not be Members of the Association. All members of the Committee shall be appointed for terms of two (2) years, but shall be subject to removal, with or without cause, by the Board. A majority of the Architectural Control Committee shall constitute a quorum to transact business at any meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Control Committee. Any vacancy occurring on the Architectural Control Committee due to the death, resignation or removal of any member thereof shall be filed by the Board.

E. Powers of the Architectural Control Committee. The Architectural Control Committee shall have the following powers

1. To require submission to the Architectural Control Committee of three (3) complete sets of all plans and specifications, sealed as stated above, and other information for any alteration, structure or other improvement proposed to be constructed or placed as described in Paragraph X, Section A. above. The Architectural Control Committee may require submission of samples of building materials and colors proposed to be used and may also require such additional information as may be reasonably necessary to evaluate

proposed construction, alteration or improvement. The Architectural Control Committee shall retain one (1) complete set of the plans and specifications, and return two (2) sets to the Owner.

2. To approve or disapprove all plans and specifications within thirty (30) days after the Owner submits all information which is reasonably necessary for the Architectural Control Committee to render its decision under this Paragraph X and fees to the Architectural Control Committee. In the event that the Architectural Control Committee fails to take any action within the aforesaid time period, approval will not be required, and this Paragraph X will be deemed to have been fully complied with as to the Architectural Control Committee.

a. In the event that the Architectural Control Committee disapproves any plans and specifications submitted to it, it shall so notify the applicant in writing, stating the grounds upon which such disapproval was based. The Committee may alternatively approve plans and specifications subject to modifications required in writing by the Committee.

3. To promulgate rules and regulations of general application, governing the procedures to be followed by the Architectural Control Committee, including the form and content of applications, plans and specifications to be submitted for approval. The Architectural Control Committee may from time to time adopt architectural guidelines, imposing restrictions in furtherance of the general plan of development of THE SHORES, that are not inconsistent with this Declaration.

4. To institute and require a reasonable filing fee to accompany the submission of plans and specifications, as a means of defraying its expenses.

5. By any of its members or appointed agents upon reasonable notice and at any reasonable time, to enter and inspect any lot for compliance with this Paragraph X of the Declaration or any other provision in the Declaration under which the Architectural Control Committee has jurisdiction,

6. To exercise any other powers delegated to it by other provisions of this Declaration and/or by the Board of Directors of the Association.

F. Review Criteria. The Architectural Control Committee may disapprove any plans submitted to it or require modifications to same, for any one or more of the following reasons:

1. Failure of such plans to comply with any of the protective covenants, conditions and restrictions contained in this Declaration;

2. Failure to include information in such plans and/or as requested by the

Committee;

3. Objection to the site plan, exterior design, appearance or materials of any proposed alteration or improvements, including without limitation, color or color scheme, finish, proportion, style or architecture, height, bulk or appropriateness of any proposed alteration or improvement;

4. Incompatibility of the proposed alteration or improvement with existing improvements;

5. Failure of the proposed alteration or improvement to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations;

6. Any other matter which in the judgment and sole discretion of the Committee would render the proposed alteration or improvement inharmonious or incompatible with the general plan of development of THE SHORES.

G. Permits and Certificates of Occupancy; Compliance.

1. No person shall seek or apply for a building permit from any governmental authority unless and until the approval of the proposed improvements has been obtained from the Architectural Control Committee.

2. After the plans and specifications and other data submitted have been approved by the Architectural Control Committee, no alteration, improvement or structure shall be erected, constructed, placed or maintained upon the lot unless same shall be erected, constructed, placed or maintained in conformity with the plans and specifications and plot plans, approved by the Architectural Control Committee. Any alteration, construction or structure which shall be erected, constructed, placed or maintained which is not in conformity with the plans and specifications and plot plans approved by the Architectural Control Committee shall be deemed to have been undertaken without such approval and to be in violation of this Declaration.

3. Furthermore, no certificate of occupancy shall be issued and no occupancy on the Lot permitted unless the Owner(s) have complied with this Paragraph X.

H Records of Meetings. The Architectural Control Committee shall keep minutes and maintain records of all votes taken at Architectural Control Committee meetings. The Architectural Control Committee may also take action without a meeting by unanimous written consent of all members of the Architectural Control Committee.

I. The approval of the Architectural Control Committee of plans and specifications submitted for approval as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements

embodied in such plans and specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for or approval for use on other Lots, even if submitted by the same Owner(s) and or Contractor(s).

J. Liability for Actions of the Architectural Control Committee. Neither the Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by anyone submitting plans for approval, or any other party, due to any mistakes in judgment, negligence or nonfeasance of the Architectural Control Committee in connection with the approval or disapproval of plans. Neither the Directors or Officers of the Association, the members of the Architectural Control Committee nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

PARAGRAPH XI

STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY

AND ADDITIONAL RESTRICTIONS

A. No title to any land in any street is intended to be conveyed, or shall be conveyed to the Grantee under a deed or to the purchaser under any contract.

B. Easements, reservations, and/or rights of way may be granted by the Association as may be reasonably necessary for the maintenance and/or operation of the said property.

C. Easements, reservations or rights of way shall, at all time, be open and accessible to public and quasi public utilities, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and rights of way as are reserved, or may hereafter be reserved.

D. The land described herein, or any parcel thereof, shall be subject to the water management assessments of the Northern Palm Beach County Improvement District (hereinafter "District") on an annual basis, as shall be reflected in the taxes levied by the County Tax Collector. These assessments may vary from year to year in accordance with the costs and expenses incurred by the District for the maintenance of the water control system of which the lands herein are a part.

PARAGRAPH XII

SCOPE AND DURATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to a provision of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect in perpetuity.

PARAGRAPH XIII

AMENDMENTS

The terms and conditions of this Declaration may be amended, annulled, or waived by an instrument in writing recorded in the Public Records of Palm Beach County, Florida, in the following manner and subject to the following conditions:

A. Such amendment, annulment or waiver shall have been approved at a duly called and held meetings by not less than a majority of the Board of Directors and sixty-six percent (66%) of the votes entitled to be cast by those members of the Association present, in person or by proxy, at said meeting (with a quorum being present).

B. DELETED

C. The Articles of Incorporation and By Laws of the Association may be amended in the manner so provided in such documents.

D. Notwithstanding the foregoing, no amendment shall be made to the parts of Paragraph IX relating to lending institutions, without the written consent of all such parties holding mortgages on such lots.

PARAGRAPH XIV

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. The Association, or any individual may, but shall not be required to, seek enforcement of the Declaration. Any individual who seeks enforcement of the Declaration shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Architectural Committee, the Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; failure by the Architectural Committee, the Association, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

PARAGRAPH XV

TRANSFER OF UNITS

A. Approval. Except as is otherwise provided for in this Paragraph XV, Units may be leased and sold without approval by the Association. The provisions of this Paragraph XV shall be fully compiled with.

B. Notice. Every Owner shall provide notice to the Association of the following transfers:

1. Transfers of a Unit or any interest therein by sale:
2. Transfers of a Unit or any interest therein by lease, sublease or assignment (other than mortgage); and
3. Acquisition of title to a Unit by gift, devise or Inheritance.

C. Remedy. in the event that any Owner falls to notify the Association of any transfer referred to In Section B. above, then the Association shall provide written notice by registered mail or certified mail return receipt requested, to the Owner concerned, requiring proper notification. If after thirty (30) days after the mailing of said notice, the Owner has failed to provide proper notice, the transfer shall be void; the Association shall thereupon be entitled to file proceedings in Court to seek cancellation of the transfer and removal of the occupants in the Unit.

D. Form Notice and Application. The Board of Directors of the Association is empowered to adopt a form to be used in connection with and as proper notification hereunder and shall be entitled to require as part of proper notification, a copy of the following (whichever is

applicable):

1. Lease, sublease or assignment;
2. Deed or other instrument of conveyance; and
3. Instrument conveying title by gift, devise or Inheritance.

PARAGRAPH XVI

DELETED

PARAGRAPH XVII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope and intent of that particular section or paragraph to which they refer.

PARAGRAPH XVIII

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event of any clause, subdivision, term, provision or part of the Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term or provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated or invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XIX

OWNERS SPECIAL RIGHTS OF THE ASSOCIATION - MAINTENANCE

Each Owner shall keep his lot, and all improvements thereon. In good order and repair and free of debris including, but not limited to, seeding, watering, mowing of lawns, the pruning and cutting of all trees and shrubbery and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management, and as required by other provisions of this Declaration. In the event

that an Owner shall fail to maintain such lot and improvements situated thereon, as provided herein and elsewhere in this Declaration, the Association, upon approval by two-thirds (2/3) vote of the full Board of Directors and after reasonable notice to the particular Owner, shall have the right (but not the obligation) to enter upon said lot to repair, maintain and restore the lot and the exterior of the buildings and any other improvements thereon. All costs related to such correction, repair or restoration shall become a special assessment upon said lot, and collectible as any other special assessment provided for in this Declaration and the By-Laws of the Association.

It is hereby certified that the foregoing Amended and Restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements Affecting the Plat of The Shores, was approved by a majority vote of the Board of Directors of the Association at a duly noticed meeting of the Board held on the ____ day of _____, 200_, and by sixty-six percent of the votes entitled to be cast by those members of the Association present, in person or by proxy, at a duly noticed meeting of the Association held on the 27th day of January, 2005, pursuant to Article XIII of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Amended and Restated Declaration this ____ day of _____, 2005.

**THE SHORES OF JUPITER HOME OWNERS
ASSOCIATION, INC.,**
a Florida Not-for-Profit Corporation

Witnesses:

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

(signature)

(printed name)

By: _____
_____, President

Attest: _____
_____, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as President, and _____, as Secretary, respectively, of THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC., who are personally known to me or have produced as identification and who did take an oath.

Notary Public
State of Florida
My Commission Expires:

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 27 AND 34. TOWNSHIP 40 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE PLAT OF LOXAHATCHEE GARDEN FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE SOUTH 89° 49'29" EAST (ASSUMED) ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89°49'29" EAST, A DISTANCE OF 2616.12 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE, NORTH 00°03'37" EAST, A DISTANCE OF 972.15 FEET; THENCE SOUTH 89°48'18" EAST, A DISTANCE OF 1508.23 FEET; THENCE SOUTH 00°09'54" WEST, A DISTANCE OF 1059.72 FEET; THENCE SOUTH 82°54'21" EAST, A DISTANCE OF 66.58 FEET; THENCE SOUTH 86°55'16" EAST, A DISTANCE OF 263.51 FEET; THENCE SOUTH 70°44'55" EAST, A DISTANCE OF 277.58 FEET; THENCE 43°34'23" EAST, A DISTANCE OF 279.02 FEET; THENCE SOUTH 46°39'22" EAST, A DISTANCE OF 228.64 FEET; THENCE SOUTH 80°39'02" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00°01'29" WEST, A DISTANCE OF 730.37 FEET; THENCE NORTH 89°50'46" WEST, A DISTANCE OF 2645.01 FEET; THENCE SOUTH 00°21'02" EAST, A DISTANCE OF 1281.46 FEET; THENCE NORTH 89°54'13" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°21'02" EAST, A DISTANCE OF 2044.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 05°42'37" AND A RADIUS OF 1710.00 FEET, A DISTANCE OF 170.43 FEET; THENCE SOUTH 06°03'39" EAST, A DISTANCE OF 102.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°16'40" AND A RADIUS OF 1740.00 FEET, A DISTANCE OF 69.17 FEET; THENCE SOUTH 00°07'08" WEST, A DISTANCE OF 273.94 FEET; THENCE NORTH 89°15'51" WEST, A DISTANCE OF 650.17 FEET; THENCE NORTH 00°01'54" WEST, A DISTANCE OF 1297.33 FEET; THENCE NORTH 89°35'04" WEST, A DISTANCE OF 653.23 FEET; THENCE NORTH 00°10'03" WEST, A DISTANCE OF 1310.79 FEET; THENCE NORTH 89°54'13" WEST, A DISTANCE OF 1304.91 FEET; THENCE NORTH 00°03'18" EAST, A DISTANCE OF 2646.45 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 89°47'22" EAST (ASSUMED) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 208.71 FEET; THENCE SOUTH 00°21'02" EAST, A DISTANCE OF 208.71 FEET; THENCE NORTH 89°47'22" WEST, A DISTANCE OF 208.71 FEET; THENCE NORTH 00°21'02" WEST, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

EXHIBIT "B"

CERTIFICATE OF APPROVAL FOR CONSTRUCTION
OF IMPROVEMENTS IN EASEMENT

The undersigned, _____ as the, _____ of THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC. ("ASSOCIATION") on behalf of the Board of Directors of the ASSOCIATION, and pursuant to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements, affecting The Plat of The Shores, as amended, hereby consents to and approves the construction of the following improvements ("IMPROVEMENTS") in an easement with respect to the following described real property at THE SHORES:

IMPROVEMENTS: _____

_____ ("LOT")

LEGAL DESCRIPTION: _____

OWNER(S): _____

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known to be the person described in and who executed the foregoing Certificate of Approval as _____ of the above Association and he/she acknowledged before me that he/she executed such instrument as such Officer of the Association and that the Seal affixed hereto is the Seal of the Association and was affixed hereto by due and regular Association authority, and that this instrument is the free act and deed of the Association for the purposes therein expressed.

WITNESS my hand and official Seal at the State and County aforesaid, this _____ day of _____, 20____.

NOTARY PUBLIC. State of Florida at Large
My Commission Expires: _____

EXHIBIT "B" CONTINUED

ACKNOWLEDGEMENT/WAIVER/INDEMNIFICATION

AND ACCEPTANCE BY OWNER(S)

The below named OWNER(S) acknowledge(s) and agree(s) as follows with respect to THE SHORES OF JUPITER HOME OWNERS ASSOCIATION, INC. ("ASSOCIATION").

1. WHEREAS, neither the Directors nor Officers of the ASSOCIATION, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any one by virtue of the ASSOCIATION'S approval herein.
2. The IMPROVEMENTS shall be and remain the property of the OWNER(S), but are placed in the easement at the sole risk of the OWNER(S), and are placed there subject to the rights of third parties in and to such easement. No party or person properly utilizing the easement shall be liable to the OWNER(S) for any damage or destruction to the IMPROVEMENTS. Furthermore, the OWNER(S) shall be liable to any party or person for property damage and/or personal injuries incurred by that party or person by reason of the existence of the IMPROVEMENTS in the easement.
3. The OWNER(S) shall maintain the IMPROVEMENTS in quality condition at all times.
4. The OWNER(S) shall immediately remove any or all portions of the IMPROVEMENTS if so and as demanded by any party having a right in and to the easement. Failure of the OWNER(S) to remove the IMPROVEMENTS as demanded shall entitle the party to remove the IMPROVEMENTS, without any liability to the OWNER(S), in which case the party shall be entitled to recover from the OWNER(S), the costs incurred in the removal of the IMPROVEMENTS, together with other sums referred to in Paragraph 7 below.
5. The OWNER(S) agree(s) to indemnify and hold harmless the ASSOCIATION from any costs, expenses, fees, damages, actions, penalties or demands of any nature whatsoever including attorneys' fees, related to the existence of the improvements in the easement.
6. The OWNER(S) agree(s) that all obligations and liabilities of the OWNER(S) shall be, and are binding upon the OWNER(S) and the OWNER(S)' assigns, heirs and legal representatives; whether or not the contents of this document are recited or referred to in any instrument(s) transferring title to the LOT described above. This document is and shall be construed as a covenant running with the land of the above described LOT.
7. In the event that the ASSOCIATION is required to enforce any of its rights under this document, the ASSOCIATION shall be entitled to recover against the OWNER(S), interest at the rate of 18% per annum on any sums expended and costs and paralegal and attorneys' fees (whether or not suit is filed) incurred by the ASSOCIATION in connection with its enforcement of its rights under this document.

IN WITNESS WHEREOF, I/WE have hereunto set _____ hand(s) and seal(s) this _____ day of _____, 20 ____.

STATE OF _____)

)ss

COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared _____ to be well known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged before me that he/she/they executed the same freely and voluntarily, for the purposes therein expressed.

WITNESS my hand and official seal, at said County and State, this _____ day of _____, 20____.

NOTARY PUBLIC

State of _____ at Large

My Commission Expires: _____