

SUBDIVISION RESTRICTIONS COVERING
JUPITER VILLAGE PHASE III, A SUB-
DIVISION OF PALM BEACH COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RE-
CORDED IN PLAT BOOK 40 AT PAGE
103 OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.

DEFINITIONS.

1. "Declarant" shall mean and refer to VETERANS VILLAGE EAST, INC., a Florida Corporation.
2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. "Subdivision" shall mean the land subdivided as shown on the Plat of JUPITER VILLAGE PHASE III, recorded in Plat Book 40, at Page 103, of the Public Records of Palm Beach County, Florida.
4. "Common Area" shall mean real property as defined in Article I, Section 4 of the DECLARATION OF COVENANTS AND CONDITIONS.
5. "Lot" shall mean the parcel of real property as defined in Article I, Section 6 of the DECLARATION OF COVENANTS AND CONDITIONS.
6. "Phase III Association" shall mean the corporation as defined in Article I, Section 1 of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO JUPITER VILLAGE PHASE III, A SUBDIVISION OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 40, AT PAGE 103 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ARE AS FOLLOWS:

1. Land Use and Building Type:
No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than for single family occupancy.
- 1960 2. Dwelling Quality and Size:
No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling and it is not intended that personal property within said dwelling be restricted. The ground floor area of the main structure, exclusive of open porches, shall not be less than 600 square feet for a one story building.
3. Lot Area and Width:
No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of JUPITER VILLAGE PHASE III, as recorded in Plat Book 40 Page 103, of the Public Records of Palm Beach County, Florida. No Lot shall be divided or resubdivided.

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4. Easements:

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc. and other convenience or utilities, on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes). Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including, but not limited to, the Phase III Association and the JUPITER VILLAGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or Phase III Association or JUPITER VILLAGE COMMUNITY HOMEOWNERS ASSOCIATION, INC. is responsible.

5. Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot upon which a house is constructed, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any nonparty wall or walls, including, but not limited to, zero-lot line house walls; for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwilling placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of these Restrictions. To the extent not inconsistent with the terms of these Restrictions, the law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, his successors or assigns.

6. Wells:

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

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7. Nuisances:

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Phase III Association.

8. Temporary Structures and Use:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas, pipe or any other type of carport shall be constructed on any Lot, however, should the Declarant determine that carports can be constructed in JUPITER VILLAGE PHASE III, in such manner and design as to continue the homogenous aesthetics of the community, then thereafter, Owners may have carports constructed on any Lot between the street and the front of any home per plans, specifications and conditions prescribed by Declarant and approved in advance in writing by Declarant. In such event, no carport shall be constructed except per such uniform construction requirements.

9. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

10. Animals, Livestock and Poultry:

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc. shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

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11. Signs:

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

12. Architectural Control, Walls and Fences:

No building, wall, fences, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Phase III Association, or by an architectural committee composed of three (3) or more persons appointed by the President of Phase III Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

13. Maintenance of Exterior of Owners' Property:

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, Phase III Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by Phase III Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

14. View Obstructions:

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets.

15. Water Softener:

Provided the design, construction and installation location shall have first been approved by the Declarant in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

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16. Parking:

Each Lot shall be provided with designated parking space within the Lot's boundaries. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof.

17. Unit Plates:

A plate showing the number of the home shall be placed on each home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

18. Electrical Interference:

No electrical machinery, devices or apparatus of any sort, including, but not limited to, television antennae, shall be used or maintained in any lot which causes interference with the television and radio reception in any other Lot.

19. Mail:

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

20. Duty to Maintain:

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

21. Rights of Others:

Each Owner and occupant of a home shall use the Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

22. Regulations:

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the Phase III Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of the regulations and amendments thereto shall be furnished by the Phase III Association to all Owners and residents of the Subdivision upon request.

23. Restrictions Uniform:

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restrictions and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standards.

24. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, it shall be lawful for Owners or Phase III Association:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

B3378 P0266

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Owner, Phase III Association, their grantees, successors or assigns, to enforce any Restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

25. All of Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of Phase III Association upon the election of a majority of the Phase III Association Board of Directors by the Owners.

IN WITNESS WHEREOF, VETERANS VILLAGE EAST, INC., a Florida Corporation, by its duly authorized Officers, executed this Declaration of Restrictions covering JUPITER VILLAGE PHASE III, a subdivision of Palm Beach County, Florida, according to the Plat thereof, as recorded in Plat Book 40 at Page 103, of the Public Records of Palm Beach County, Florida, this 19 day of September, 1980.

Signed, Sealed and Delivered in the presence of:
[Signature]
[Signature]

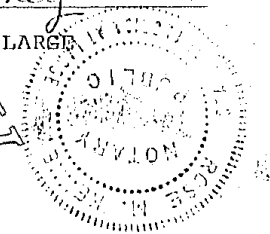
VETERANS VILLAGE EAST, INC.
BY: [Signature]
Vice-President



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing was acknowledged before me this 14 day of Sept, 1980, by [Signature] Vice President of VETERANS VILLAGE EAST, INC., a Florida Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE



My Commission Expires:

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This Instrument Prepared By:
Peter S. Sachs, Esquire
SACHS & WEISS, P. A.
Interstate Plaza - Suite 402
1499 West Palmetto Park Road
Boca Raton, Florida 33432

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