

SUBDIVISION RESTRICTIONS COVERING JUPITER VILLAGE PHASE VII,
A SUBDIVISION OF PALM BEACH COUNTY, FLORIDA, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44 AT PAGES 82-83
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DEFINITIONS:

1. "Declarant" shall mean and refer to JUPITER VILLAGE PHASE VII, 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, Grantee or Owner. Wherever in the 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 VII, recorded in Plat Book 44, at Page 82-83, of the Public Records of Palm Beach County, Florida. (Exhibit "A")
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 real property as defined in Article I, Section 6 of the DECLARATION OF COVENANTS AND CONDITIONS.
6. "Phase VII Association" shall mean the corporation as defined in Article I, Section 1 of the DECLARATION OF COVENANTS AND CONDITIONS.
7. "Villa(s)" shall mean the townhouses(s) defined in Article I, Section 6 (a) of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO JUPITER VILLAGE PHASE VII, A
SUBDIVISION OF PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT
BOOD 44, AT PAGE 82-83 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.

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 the 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 VII, as recorded in Plat Book 44 Pages 82-83, of the Public Records of Palm Beach County, Florida. No lot shall be divided or re-subdivided.

4. Easements:

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and it 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 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 Plat (whether such are shown on the Plat to be for drainage, utilities, or other purposes) or on, in, over and under each Lot or Villa. Declarant shall have the unreleasing the privileges, easements and rights 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 and under the property which is subject to said privileges, rights and easements. All such easements, included but not limited to those designated on the Plat, are and shall remain private easement and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including

but not limited to, the Phase VII Association of the JUPITER 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 over 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 or the Lot except for those improvements for which a public authority or utility company or Phase VII Association or JUPITER COMMUNITY HOMEOWNERS ASSOCIATION, INC. is responsible.

5. Reciprocal Easements:

There shall be a reciprocal appurtenant easements between each Lot upon which a Villa is constructed, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls and any nonparty wall or walls, for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwilful 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 the Owner, his successors or assigns.

6. Party Walls:

- a) Each wall which is built as a part of the original construction of a Villa and placed on the dividing line between the Villa shall constitute a party wall; and, to the extent not inconsistent with the provisions of these Restrictions, the general rules of the law of the State of Florida regarding party walls and liability for

property damage due to negligence or willful acts or omissions shall apply thereto.

- b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Villa Owners who make use of the wall in proportion to such use.
- c) If a part wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- d) Notwithstanding any other provision of these Restrictions, an Owner who, by any negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e) The right of any Owner to contribution from any other Owner under this Restriction shall be appurtenant to the land and shall pass to such Owner's successors in title.
- f) In the event of any dispute arising concerning a party, or under the provisions of this Restriction, each owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Phase VII Association shall select an arbitrator for the refusing Owner.
- g) In the event an Owner shall fail to effect reasonable repair and maintenance of a party wall pursuant to this Section, in a manner satisfactory to the Board of Directors of Phase VII Association, then Phase VII Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to upon said Lot and to repair, maintain, and restore the party wall. The cost involved therein shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by

Phase VII Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

7. 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.

8. 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, no 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 VII Association.

9. 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 resident, 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 the houses built in the 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 VII, in such a manner and design as to continue the homogeneous aesthetics of the community, then thereafter, Owners may have carport 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.

10. 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.

11. 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.

In no event shall an Owner or any person allow a dog in the streets, alleys or parkways or on another Owner's Lot in JUPITER VILLAGE PHASE VII, unless carried or held on a leash not to exceed six (6) feet. Each owner shall be responsible of picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in JUPITER VILLAGE PHASE VII, and

placing them in a plastic tie bag and disposing of same in garbage containers.

12. Signs:

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 or 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 the Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove or destroy and signs which do not mee the provisions of this section.

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.

13. 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, design and location in relation to surrounding structures and topography by the Board of Directors Phase VII Association, or by and architectural 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 for 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 with any such enclosures.

14. Maintenance of Exterior of Owner's Property:

In the event an Owner of any Lot shall fail to maintain the exterior of this premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, Phase VII Association shall have the right, 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 cost 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 VII Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

15. View Obstructions:

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, band, hedge, shrub, bush, tree or other thing, natural or artificial, place 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 or obstruct any view of the Common Area.

No unit owners shall construct, place, situate, or cause to be constructed, placed or situated any fence, structure, wall, gate, hedge or plant which may obstruct the vision of any other Lot Owner to or on the Common Area.

16. Clotheslines:

There shall be no clotheslines or other means of hanging cloths, clothing, linens, curtains, rugs, carpets, mops or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, villa, walls, fences or other structures.

17. 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.

Parking or Storage of Commercial Vehicles And Recreational Vehicles:

Restrictions:

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Jupiter Village Phase VII for a period in excel of one hour unless:

- a) Such vehicle is engaged in legitimate loading or unloading activities;
- b) Such vehicle is parked in a covered garage or car port, completely screened from public view by storage in an enclosed structure or area; or
- c) Such vehicle is or made necessary by actual physical impairment by the owner or user thereof.

Definitions: The term "commercial vehicle" for the purposes of this Rule and Regulation shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Class</u>	<u>Descriptive Classification</u>
Nos. 31 (Over 1,500 lbs.) 32, 33, 34	Commercial Trucks
No. 35	Bus for Hire
No. 36	Bus Local
Nos. 37 and 38	Bus
Nos. 40,41,42,43,44,45,46,47,48,and 49	Truck-tractors
Nos. 54 (over1,500 lbs.) and 55	Trailor for hire, without boat
No. 56	Semi trailer
No. 92	Ambulance, hearse, wrecker, privately owned school bus,
No. 94	Tractor crane

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Class</u>	<u>Descriptive Classification</u>
---------------------------------------	-----------------------------------

No. 51	Mobile Home
Nos. 54 (over 1,500 lbs.) and 55	Trailer for hire (with boat attached thereto)
Nos. 61,62,63 and 64	Travel trailer, camp trailer, motor coach, boats.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 not 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.

23. 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.

24. Regulations:

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

25. 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 of occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, by acceptance of title agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restriction contained in this Instrument of Subdivision Restriction and that he will exert his best efforts to keep and maintain the land in the subdivision as an area of high standards.

26. Remedies for Violation:

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

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 cumulation of all other remedies now and hereafter provided by law. The failure of Owner, Phase VII Association, their grantees, successors or assigns, to enforce and Restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long the same thereafter as to t he same breach or violation, or as to any other breach of violation thereof occurring prior to or subsequent thereto.

All of the Declarant's duties, rights and privileges herein above cited shall inure to the benefit of Phase VII Association upon the election of a majority of the Phase VII 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 Restriction covering JUPITER VILLAGE PHASE VII, a subdivision of Palm Beach County, Florida, according to the Plat thereof, as recorded in Florida, this _____ day of _____, 2022.