

MAR 04 1993 3 08pm 93-065213
ORB 7612 Pg 11
#####

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SEAVIEW AT JUNO BEACH

✓ Prepared by and Return to
Daniel K Corbett Attorney
2000 PGA Boulevard Suite 3220
Palm Beach Gardens Florida 33408

ORB 7612 Pg 12

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SEAVIEW AT JUNO BEACH

<u>Article</u>	<u>TABLE OF CONTENTS</u>	<u>Page</u>
1	DEFINITIONS.....	2
2	PROPERTY SUBJECT TO THIS DECLARATION.....	8
3	SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.....	9
4	COMMON PROPERTY.....	14
5	EASEMENTS.....	21
6	ASSESSMENTS AND FINES.....	28
7	MAINTENANCE OF PROPERTY.....	37
8	USE RESTRICTIONS.....	39
9	ARCHITECTURAL AND LANDSCAPE CONTROLS.....	47
10	RECREATION FACILITIES.....	55
11	INSURANCE.....	57
12	SALE OR OTHER ALIENATION OF LOTS.....	58
13	INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.....	62
14	GENERAL PROVISIONS.....	63

ORB 7612 Pg 13

DECLARATION OF COVENANTS AND RESTRICTIONSFORSEAVIEW AT JUNO BEACH

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 10TH day of February, 1993, by HARBOURSIDE ASSOCIATES, INC., a Florida corporation ("Developer"), joined by SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit,

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain real property located in Palm Beach County, Florida, and legally described in Exhibit "A", attached hereto and made a part hereof (the "Initial Property"); and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property, as hereinafter defined; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

ORB 7612 Pg 14

NOW, THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the design and construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

1.5 "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

ORB 7612 Pg 15

1.6 "By-Laws" shall mean and refer to the By-Laws of the Association as they may exist from time to time.

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of all Owners and which are conveyed to the Association by deed or which are dedicated to the Association on the recorded subdivision plats of the Property or herein, and all real and personal property which may be acquired by the Association for the private common use, benefit and enjoyment of all Owners, and all portions of the Property as Developer may from time to time designate as for the common use and enjoyment of all Owners. Without limiting the foregoing, Tract "O" and the Recreation Tract, as shown on the Initial Plat, the Recreation Facilities, as hereinafter defined, and any dune crossovers are hereby designated as Common Property by Developer, notwithstanding the fact that these properties shall continue to be owned by Developer until Turnover as defined herein.

1.9 "County" shall mean and refer to Palm Beach County, Florida.

1.10 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

ORB 7612 Pg 16

1.11 "Developer" shall mean and refer to Harbourside Associates, Inc., a Florida corporation, and its affiliates, successors and assigns.

1.12 "Dwelling" shall mean and refer to a single family residential dwelling on a Lot.

1.13 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, wall, fence, sign, paving, grading, swimming pool, jacuzzi, spa, patio, tennis court or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.14 "Initial Property" shall mean and refer to that certain real property legally described in Exhibit "A", attached hereto and made a part hereof.

1.15 "Initial Plat" shall mean and refer to the Plat of Seaview at Juno Beach, according to the Plat thereof as recorded in Plat Book 69, Pages 123-125, inclusive, Public Records of Palm Beach County, Florida.

ORB 7612 Pg 17

1.16 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government, or Developer, which holds a first mortgage of public record on any Lot or any portion of the Property, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.

1.17 "Limited Common Property" shall mean and refer to any portion of the Property which may be reserved for the exclusive benefit and use of specific Owners, as set forth on a recorded subdivision plat of any portion of the Property or as otherwise established by Developer, the maintenance of which shall be a Common Expense.

1.18 "Lot" shall mean and refer to any tract of land shown on any recorded subdivision plat of any portion of the Property which is intended for use as a site for a Dwelling or Recreation Tract.

1.19 "Member" shall mean and refer to a member of the Association.

1.20 "Owner" and "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ORB 7612 Pg 18

1.21 "Property" shall mean and refer to the Initial Property and such additional property as may be subjected to and brought within this Declaration by Developer from time to time, pursuant to Section 2.2 of this Declaration.

1.22 "Recreation Facilities" shall mean and refer to those facilities owned by the Association, provided for the common use and benefit of the Members, or to those facilities owned by Developer but otherwise designated by Developer as Recreation Facilities for the common use and benefit of all Owners, including without limitation: clubhouse, swimming pool, and such other properties, facilities and Improvements as may now or hereafter be constructed, acquired or designated as "Recreation Facilities" by Developer or the Association.

1.23 "Recreation Tract" shall mean and refer to that portion of the Property intended for the construction of Recreation Facilities for the common use, benefit and enjoyment of all Owners, as set forth on any recorded subdivision plat of the Property, or as designated by Developer from time to time as a Recreation Tract. Without limiting the generality of the foregoing, Lot 21 as shown on the Initial Plat is hereby designated a Recreation Tract by Developer, subject however to Developer's right as specified herein to substitute any Lot or other portion of the Property as a Recreation Tract.

ORB 7612 Pg 19

1.24 "Rules and Regulations" shall mean and refer to all restrictions, conditions or limitations which may be promulgated by Developer or the Association relating to the use by Members of the Common Property, Recreation Tract or Recreation Facilities, as further set forth in this Declaration.

1.25 "Seaview at Juno Beach" shall mean and refer to that residential planned development located in Palm Beach County, Florida as legally described in the Initial Plat, together with any additional lands which may hereafter be submitted to this Declaration, in accordance with the terms hereof.

1.26 "Street" shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within the Property and is dedicated to the Association, or to any easement for ingress and egress reserved over, upon or across any Lot, whether the same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

1.27 "Traffic Regulations" shall mean and refer to the speed limits and other traffic regulations which may be promulgated by Developer or the Association for use of any Street, as further set forth in this Declaration.

1.28 "Town" shall mean and refer to the Town of Juno Beach, Florida.

1.29 "Turnover" shall mean and refer to the relinquishment of control of the Association by Developer.

ORB 7612 Pg 20

ARTICLE 2PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Property. The Initial Property subject to this Declaration upon the recordation hereof in the County Public Records is the property described in Exhibit "A" attached hereto and made a part hereof.

2.2 Additional Property. Developer may, at any time and from time to time in its sole discretion, subject additional property to and bring additional property within this Declaration, including without limitation, platted subdivisions, Lots, Common Property, condominium property, Recreation Facilities, and other amenities, by recording in the public records of the County an amendment to this Declaration, describing such additional property and setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues or other provisions pertaining to such property. Notwithstanding the fact that Developer's submission of additional property to this Declaration may result in an overall increase or decrease in Assessments attributable to each Lot, or may result in an overall increase or decrease in the total number of votes or Members in the Association, such an amendment by Developer shall not require the joinder or consent of the Association, other Owners, Institutional Mortgagees or other mortgagees of any portion of Seaview at Juno Beach, or any other person or entity. Any property submitted to the Declaration pursuant to the terms hereof shall be included in the term "Property" and may be in Developer's discretion part of Seaview at Juno Beach, regardless of where such property is located.

ORB 7612 Pg 21

2.3 Phase One Plat Designations. Tract "O" and the Recreation Tract, as shown on the Initial Plat, are hereby reserved by Developer for such purposes as Developer may from time to time designate. The designations of these tracts on the Initial Plat are for identification purposes only, and shall not be deemed to limit or restrict the uses to which the tracts may be put by Developer, nor shall they be deemed to constitute a transfer of title to such tracts to the Association, or constitute a dedication of such tracts to the Association, or create any ownership or other interest to such tracts in the Association or the Members. Without limiting the foregoing, Developer may elect to construct improvements upon certain of the tracts which may be for the benefit of the Association and the Members.

ARTICLE 3

SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. Developer has caused the Association to be formed by filing the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and may ultimately own the Common Property; to operate and maintain the surface water management system, if any, as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and

ORB 7612 Pg 22

functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-Laws of the Association, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617 (1991) (the "Florida Not for Profit Corporation Act"), in existence as of the date of recording this Declaration in the public records of the County.

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member. Developer, by bringing additional property within this Declaration, may thereby cause additional membership in the Association and may designate the voting rights and Assessments for the additional Members attributable to such additional property.

ORB 7612 Pg 23

3.3 Voting. The Association shall have one (1) class of voting membership. Each Member, including Developer, shall be entitled to one (1) vote for each Lot owned by such Member as to matters on which the membership shall be entitled to vote (as set forth herein), which vote may be exercised or cast by the Member in such manner as may be provided in the Articles of Incorporation or By-Laws of the Association. Any Member who owns more than one (1) Lot shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person owns a Lot, all such persons shall be Members of the Association; provided, however, in no event shall more than one (1) vote be cast with respect to each Lot. If more than one (1) person, a corporation, or other entity owns a Lot, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If said certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether a quorum is present. If a Lot is owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether a quorum is present at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the

ORB 7612 Pg 24

certificate requirements set forth above shall apply. Developer, by including additional property within the imposition of this Declaration, may designate the voting rights appurtenant to such additional property. Voting is subject to control by Developer under paragraph 3.6 within.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer under this Declaration, without Developer's prior written approval, or adversely affect or diminish the obligation of the Association with regard to the surface water management plan, if any, without the express prior written consent of the South Florida Water Management District; and provided further that no amendment, alteration or rescission may be made which adversely affects or prejudices the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected, and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the By-Laws shall be made without the Association's prior written approval. Any attempt to amend the Articles of Incorporation or By-Laws contrary to these prohibitions shall be of no force or effect.

ORB 7612 Pg 25

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or fine, or in violation of any provision of this Declaration or of any rules or regulations promulgated by Developer or the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6 Control By Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association for a period of six (6) months following the closing of the sale of all Lots within Seaview at Juno Beach, or until such earlier time as is determined by Developer in Developer's sole and absolute discretion. At the time of Turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Association, that are within the normal course of

ORB 7612 Pg 26

development of the Property, Developer may, at its option, assign its obligations under these agreements to the Association, and in such event the Association shall be required to accept such obligations.

After Turnover of control of the Association, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property, or on the condition or appearance of the Property without the prior written consent of Developer for a period of six (6) months following recording of the Notice of Turnover. The Board shall submit such decisions and actions to Developer for approval. Developer shall approve or disapprove such decisions and actions in writing within twenty (20) days after receipt thereof. In the event Developer fails to act within such time period, such failure shall be deemed an approval by Developer of such action.

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. Title to all property heretofore designated by Developer as Common Property shall remain vested at all times in Developer or its successors or assigns, unless and until Developer, in its sole and absolute discretion, elects to convey the Common Property to the Association, in which event Developer shall convey all of its right, title and interest in the Common Property to the Association. Notwithstanding any other provisions of this Declaration, Developer shall in no event be required to convey, dedicate or otherwise transfer title to any or all of the Common Property to the Association, and Developer may

ORB 7612 Pg 27

at any time and from time to time designate additional property as Common Property, or relocate property previously designated as Common Property, or otherwise add to, subtract from or replace Common Property. Notwithstanding the manner in which fee simple title to the Common Property is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved by Developer, in its sole and absolute discretion, as Limited Common Property for the exclusive benefit and use of specific Owners.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be deemed Common Property.

4.3 Rules and Regulations Governing Use of Common Property. Developer and the Association, through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such Rules and Regulations consistent with this Declaration, governing the use thereof as Developer or the Association may deem to be in the best

ORB 7612 Pg 28

interests of its Members; provided, however, that any conflict between Developer and the Association relating to such Rules and Regulations shall at all times be resolved in favor of Developer. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such Rules and Regulations and all provisions, restrictions and covenants as now or hereafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced through legal or equitable action by Developer or the Association. Without limiting the foregoing, the Association shall have the right to assess fines against Owners who violate the Rules and Regulations of the Association and against Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Rules and Regulations, which fines shall be collected as an Individual Assessment from such Owners, and to suspend such Owners' rights and easements of enjoyment with respect to the Common Area.

4.4 Traffic Regulations. Developer and the Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Seaview at Juno Beach, and to promulgate Traffic Regulations for the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Developer and the Association shall also have the right to establish enforcement mechanisms for violations of the Traffic Regulations, including without limitation, the removal of

ORB 7612 Pg 29

vehicles from the Property, the assessment of fines against Owners who violate the Traffic Regulations and against Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Traffic Regulations, which fines shall be collected as an Individual Assessment from such Owners, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Owners who violate the Rules and Regulations or the Traffic Regulations, and Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Rules and Regulations or the Traffic Regulations shall be entitled to notice and an opportunity for a hearing before the Board of Directors of the Association, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Rules and Regulations or the Traffic Regulations.

4.5 Owner's Easement of Enjoyment. Subject to the provisions hereof, each Owner shall have a right and non-exclusive easement of enjoyment in common with all other Owners, their family members, guests, employees, agents, lessees, licensees and invitees, in and to the Common Property, which easement shall be appurtenant to, and shall pass with, title to each Lot owned by the Owner.

4.6 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following terms and conditions:

4.6.1 The right of Developer at any time and from time to time to designate additional property as Common Property, or

ORB 7612 Pg 30

remove property previously designated as Common Property, or otherwise add to, subtract from or replace Common Property.

4.6.2 The right of Developer and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage or otherwise pledge the Common Property as security for the repayment of any such loan.

4.6.3 The right of Developer and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure or any proceeding in lieu of foreclosure.

4.6.4 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Owner and for any period during which such Owner is in violation of this Declaration, or any Rules and Regulations or Traffic Regulations promulgated by the Developer or the Association.

4.6.5 The right of the Association to properly maintain the Common Property.

4.6.6 The right of the Association, its agents and employees, and any management entity under contract with the Association, to have access to the Lots for purposes of maintaining those portions of the Lots to be maintained by the Association, as provided in this Declaration.

ORB 7612 Pg 31

4.6.7 The Rules and Regulations governing the use and enjoyment of the Common Property, as promulgated by Developer and the Association.

4.6.8 The right of other Owners in good standing with the Association to use the Common Property as set forth herein.

4.6.9 The right of Developer or the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.6.10 Restrictions contained in any recorded subdivision plat of the Property, or contained in any document or instrument filed separately of record with respect to all or any portion of the Property.

4.6.11 All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, as well as all Rules and Regulations and Traffic Regulations promulgated by Developer or the Association, as the same may be amended from time to time.

4.6.12 Such easements as may be granted or reserved on any recorded subdivision plat of the Property; such easements as may be granted or reserved separately by Developer or the Association and filed of record and such other easements as may be granted or reserved pursuant to the provisions of this Declaration.

ORB 7612 Pg 32

4.6.13 In case of any emergency originating on or threatening any Lot, regardless of whether the Lot Owner is present at the time of such emergency, Developer, the Board of Directors of the Association or any other person authorized by the Association, or any management agent under a management agreement with the Association, shall have the right to enter such Lot and the Improvements located thereon for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and shall continue for the duration of such emergency.

4.6.14 The rights reserved by Developer for future development of the Property. As a material condition for ownership of a Lot, each Owner, by accepting a deed to a Lot, releases Developer from any claim for interference with the Owner's quiet enjoyment of his Lot or the Common Property due to the development of Seaview at Juno Beach, whether or not the construction operations are performed on the Common Property, the Lots or elsewhere within Seaview at Juno Beach, and each Owner acknowledges and agrees that Developer or its affiliates, successors or assigns shall have the sole right of design, construction, development and improvement of the Common Property.

4.7 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title, as tenants in common, to any Common Property then owned by the Association, and shall collectively provide for the continued maintenance and upkeep thereof.

ORB 7612 Pg 33

ARTICLE 5EASEMENTS

5.1 Easement Grants. The following easements are hereby granted or reserved over, under, across and through the Property, as the case may be:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on any recorded subdivision plat of the Property, or as granted in any document or instrument filed separately of record with respect to all or any portion of the Property. Within these easement areas, no structure, Improvement, landscaping, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be installed, placed or permitted to remain, unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation. The Association (or such other entity as is indicated on the plat(s)) is hereby granted access to all easements within which such underground facilities are located for the purposes of operating, maintaining and replacing such underground facilities, subject to any required approval of any governmental or quasi-governmental entity.

ORB 7612 Pg 34

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association or other entities as shown on any recorded subdivision plat of the Property, or as granted in any document or instrument filed separately of record with respect to all or any portion of the Property. Within these easement areas, no structure, Improvement, landscaping, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through such drainage facilities shall be installed, placed or permitted to remain unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation. The Association (or such other entity as is indicated on the plat(s)) shall have access to all such drainage easements for the purposes of operating and maintaining said drainage facilities.

5.1.3 The Common Property, for so long as it is designated as Common Property as set forth herein, is hereby declared to be subject to a non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity or agent under contract with the Association, in order that such employees, management entities or agents may carry out their respective duties with respect to, and may have access over, the Common Property.

ORB 7612 Pg 35

5.1.4 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across the Streets shown on any recorded subdivision plat of the Property, as well as all walks, parking areas, other rights-of-way, and such other portions of the Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of all other Owners, their family members, guests, employees, agents, lessees, licensees and invitees, for the purpose of obtaining reasonable access to and from the Lots to and from the nearest public way.

5.1.5 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over the Streets to each Institutional Mortgagee, for the purpose of access to the property subject to its mortgage, which easement shall be exercised in the manner as set forth in such mortgages.

5.1.6 Easements are hereby reserved by Developer throughout the Common Property, including without limitation, the Streets and other easements shown on any recorded subdivision plat of the Property, for Developer's use and the use of its guests, agents, employees, lessees, licensees and invitees, for all purposes in connection with development and sales of property throughout Seaview at Juno Beach. Developer retains the right to maintain an office and a sales office on the Property, in a location to be selected by Developer in Developer's sole and absolute discretion, and to post and display signs on any Lots owned by Developer and on the Common Property, for so long as Developer owns any portion of the Property.

ORB 7612 Pg 36

5.1.7 A non-exclusive easement is hereby granted unto Developer, all Owners and all family members, guests, lessees, licensees and invitees of the Owners, for ingress and egress over, across and through the Streets to and from the Recreation Tract and Recreation Facilities. This easement is subject to all Rules and Regulations promulgated by Developer and the Association from time to time relating to the use of the Recreation Tract and Recreation Facilities.

5.1.8 An easement for encroachments is hereby granted in the event that a Dwelling or any part of a Dwelling or any other Improvement now or hereafter constructed encroaches upon another Lot or upon the Common Property due to minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement. The encroaching Improvement shall remain undisturbed for so long as the encroachment exists. This easement for encroachments shall also include an easement for the repair, maintenance and use of the encroaching Improvements.

5.2 Road Easement. Without limiting the generality of the foregoing, a non-exclusive, perpetual and irrevocable easement is hereby granted and reserved unto Developer, its employees, agents, successors and assigns, the Association, its employees, agents, and any management entity under contract with the Association, all Owners and all family members, guests, employees, agents, lessees, licensees and invitees of the Owners, all Institutional Mortgagees, all other mortgagees with respect to any portion of the Property, and all governmental or quasi-governmental authorities,

ORB 7612 Pg 37

for ingress and egress for pedestrian and vehicular traffic over, through and across the Road Easement as shown on the Initial Plat, for the purpose of obtaining reasonable access to and from the Lots or any other portion of the Property to and from the nearest public way. Within the Road Easement, no structure, Improvement, landscaping, planting or other material, which may interfere with the use of such easement as granted herein, shall be installed, placed or permitted to remain unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation.

5.3 Beach Access Easement. Without limiting the generality of the foregoing, a non-exclusive easement is hereby granted and reserved unto Developer, its employees, agents, successors and assigns, the Association, its employees, agents, and any management entity under contract with the Association, all Owners and all family members, guests, lessees, licensees and invitees of the Owners, and all governmental or quasi-governmental authorities, for ingress and egress for pedestrian traffic over, through and across the Beach Access Easement as shown on the Initial Plat, for the purposes of obtaining reasonable access for the use, enjoyment or maintenance of Tract "O" as shown on the Initial Plat. Within the Beach Access Easement, no structure, Improvement, landscaping, planting or other material (other than sod), which may interfere with the use of such easement as granted herein, shall be

ORB 7612 Pg 38

installed, placed or permitted to remain unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation.

5.4 Zero Lot Line Easement. Without limiting the generality of the foregoing, the wall of any Dwelling constructed within one foot (1') of the side Lot line of any Lot is deemed a "zero lot line wall." The Owner of the Lot adjoining the zero lot line wall (the "Adjoining Lot") shall have the right to use the face of the zero lot line wall facing his Lot for purposes approved in writing by the A.R.B., if any. Easements in favor of the Owner of a zero lot line wall and the Association are hereby granted over the Adjoining Lot as follows: (1) for the maintenance, repair and replacement of the zero lot line wall and appurtenant privacy fence; and (2) a three foot (3') easement for roof eaves, overhangs, gutters, other protrusions, for underground pipelines, and for water runoff. The easements created by this Section shall be permanent, perpetual and exclusive to the Owners involved.

5.5 Additional Easements. Developer and the Association shall have the right to grant such additional easements, or to relocate existing easements throughout the Property, as Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocated easements do not prevent or unreasonably interfere with the Owners' use or

ORB 7612 Pa 39

enjoyment of their Lots or of the Property or any part thereof. For so long as the Developer is the owner of a Lot, in the ordinary course of business, Developer, its licensees, employees and agents shall have an easement over and across all the Lots and common Areas for the purpose of constructing units and appurtenances, and any facilities on the Common Areas the Developer elects to construct. Provided, however, that any damage to landscaping, pavement, driveways, drainage structures or other structures caused by Developer, its licensees, employees or agents during such construction shall be promptly restored and repaired by the Developer, its licensees, employees or agents causing such damage after completion of construction.

5.6 Restriction on Owner Easements. Except as specifically provided in Section 5.5 with regard to Developer or the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the A.R.B. as required by this Declaration.

5.7 Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there is no grantee in being having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate Developer and/or the Association as their lawful attorney

ORE 7612 Pg 40

in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such an easement.

ARTICLE 6

ASSESSMENTS AND FINES

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments and to impose and collect fines as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for Common Expenses for the purposes of maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities, as provided in this Declaration, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for: operation, maintenance and management of the Association and the Common Property, Recreation Tract and Recreation Facilities; painting of the exterior of each Dwelling and maintaining the landscaping of each Lot, as provided hereinbelow; insurance coverage for the Common Property, Recreation Tract and Recreation Facilities; legal and accounting fees; maintenance of the Streets; management fees; security costs; emergency services; repair and replacement of property required to be maintained by the Association pursuant to the terms of this Declaration; utility service for the Common Property, Recreation Tract and Recreation Facilities; cleaning services for such

ORB 7612 Pg 41

property required to be maintained by the Association pursuant to the terms of this Declaration; expenses and liabilities incurred by the Association in the enforcement of its rights and duties under this Declaration; maintenance of vacant property; creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary or proper to carry out the Association's management, maintenance, repair, operation and enforcement responsibilities.

6.3 Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur for the coming year and shall assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a rate in accordance with the Assessment Schedule attached hereto as Exhibit "B" and made a part hereof. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion. As additional property is brought within this Declaration by amendment to this Declaration, Developer, in its sole and absolute discretion, may designate in such amendment the basis on which such property shall be assessed and shall have the right to designate different levels of Assessments for the Lots located within such additional property.

ORB 7612 Pg 42

6.4 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from each Member for the following purposes: acquisition of property by the Association; construction of Improvements to the Common Property; construction, reconstruction, unexpected repair or replacement of Improvements to the Common Property, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director and officer of the Association. Special Assessments shall be levied equally against all Lots subject to a Special Assessment, so that all such Lots shall be assessed equally. Special Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion.

6.5 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole and absolute determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency Special Assessments may be utilized for preventative, protective or remedial construction, reconstruction, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and freezing temperatures. Emergency Special Assessments shall be levied on an equitable basis as determined by the number of Lots in the Property, and shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

ORB 7612 Pg 43

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Lot to perform any necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its sole and absolute discretion from time to time. All Individual Assessments shall be collectible in such manner as the Association shall determine in its sole and absolute discretion.

6.7 Fines. The Association may levy reasonable fines against an Owner for violations by the Owner or by the Owner's family members, guests, employees, agents, lessees, licensees or invitees of the provisions contained in this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations and Traffic Regulations promulgated by Developer and the Association from time to time. The Association may levy fines according to a schedule of fines to be adopted by the Board of Directors. Any Owner who violates any of the foregoing documents or rules shall be entitled to notice and a hearing before the Board of Directors of the Association, prior to the imposition of any fine. Fines are

ORB 7612 Pg 44

Individual Assessments and shall be collectible as such, and upon any delinquency in the payment of any fine the Association shall have all rights as set forth in this Article, including, without limitation, lien rights against the Owner.

6.8 Effect of Non-Payment of Assessments or Fines. All notices of Assessments or fines from the Association to an Owner shall designate when the Assessment or fine is due and payable. If an Assessment or fine is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. The Assessment or fine, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot against which the Assessment or fine is made, and shall also be a continuing personal obligation of the Owner thereof. The Association may also record a claim of lien in the public records of the County, designating the Lot against which the lien is filed, the Owner of record of the Lot against which the lien is filed, the amount of the unpaid Assessment or fine, the rate of interest due thereon, and the total amount claimed to be due, including interest, attorneys' fees and costs of collection. If any Assessment or fine, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment or fine immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien provided herein against the Lot in the manner in

ORB 7612 Pg 45

which mortgages on real property are foreclosed, and may also institute any action on the personal obligation of the Owner. There shall be added to the amount of the Assessment or fine the costs of any such action, including attorneys' fees incurred by the Association in prosecuting such action (including, without limitation, costs and fees incident to any appeals). Regardless of the date of recordation of any claim of lien as specified herein, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments or fines and shall be held liable and responsible for the payment of any delinquent Assessments or fines on the Lot.

6.9 Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid or the amount of any Assessments which are due and payable as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

ORB 7612 Pg 46

6.10 Subordination of Lien to Institutional Mortgages.

Regardless of the effective date, as provided herein, of the lien of any Assessments or fines made by the Association, the lien of such Assessments or fines shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgage recorded prior to the actual date of recordation of the claim of lien. Such subordination shall, however, apply only to the Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or pursuant to any other proceeding or conveyance in lieu of foreclosure. No sale or other transfer shall relieve any Lot from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessments or fines. Any delinquent Assessments or fines which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association or Developer that the lien for an Assessment or fine is subordinate to a mortgage lien shall be dispositive of any question of priority or subordination.

6.11 Assessment Payments by Developer. In lieu of the payment of any Assessments, Developer shall be responsible only for the payment of that portion of the budgeted Common Expenses which are actually incurred in an assessment period which exceeds the amount of Assessments required to be paid by Owners (other than Developer)

ORB 7612 Pg 47

for that assessment period (the "Association Shortfall"), as such Common Expenses are incurred by the Association; provided, however, that in no event shall Developer be required to pay an amount greater than an amount, which when prorated as to each Lot owned by Developer, is greater than the amount assessed against each Lot owned by an Owner other than Developer (the "Guaranteed Amount"). In the event that the amount assessed against the Owners other than Developer, plus the Guaranteed Amount, is insufficient to fund all Common Expenses shown in the annual budget and actually incurred, then such deficit shall be reassessed, as a General Assessment, against all Owners other than Developer, based on equal shares. In lieu of funding the Association Shortfall as described above, Developer may elect, at any time and from time to time, in its sole and absolute discretion, to pay the Assessment(s) attributable to each Lot owned by Developer on the same basis as other Owners. Developer shall have no obligation to fund reserves for the Association at any time. Developer shall have no obligation to fund reserves for the Association at any time.

6.12 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments:

6.12.1 All property dedicated to, or owned by, the Association.

6.12.2 Any portion of the Property dedicated to the County.

6.12.3 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

ORB 7612 Pg 48

6.12.4 Any portion of the Property owned by Developer; Developer shall pay those amounts stated above in that subsection entitled "Payments by Developer", in lieu of the payment of Assessments.

6.12.5 Tract "O" as shown on the Initial Plat.

6.12.6 The Recreation Tract as shown on the Initial Plat, or any portion of the Property Developer may from time to time designate as a Recreation Tract, for so long as such Tracts are used for Recreation Facilities.

6.13 Capital Contribution. In addition to the foregoing Assessments, each Owner other than Developer shall also pay to the Association, at the time of the closing of the purchase of his Lot, an amount equal to the current quarterly Assessment as an initial contribution to the working capital of the Association. This initial contribution shall not relieve an Owner of the Owner's responsibility to pay all installments of the General Assessment or any other Assessments against the Owner's Lot. The contribution shall be a one-time contribution to be made by the initial purchasers of Lots from Developer. The contribution shall not be refundable to an Owner upon the sale or transfer of his Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association. In its sole and absolute discretion, the Board of Directors of the Association, or Developer for so long as Developer shall own any portion of the Property, may waive collection of the capital contribution from any Owner.

ORB 7612 Pg 49

ARTICLE 7MAINTENANCE OF PROPERTY

7.1 Lot Owner Responsibility. The Owner of each Dwelling shall be responsible for maintenance of all interior areas of his Dwelling, and for all other Improvements which may be designated by the Association from time to time, such as, without limitation, the driveway. The Owner shall also be responsible for the maintenance and repair of exterior portions of his Dwelling including the roof, structure, and chimney (if any); provided, however, that no change to the quality or color of any exterior portion of the Dwelling may be made by the Owner without the prior written consent of the Architectural Review Board. The expense of any maintenance, repair or construction of the Common Property necessitated by the negligent or willful acts of an Owner, or of his family members, guests, employees, agents, lessees, licensees or invitees, shall be borne solely by such Owner, and such Owner's Lot shall be subject to an Individual Assessment for such expense. Without limiting the foregoing, each Owner shall be responsible for the maintenance of his Lot prior to the construction of improvements thereon, such that the Lot shall be free of weeds and shall otherwise be maintained in an orderly condition.

7.2 Association Responsibility. The Association shall, either by appointing a real estate management agent, or through its own personnel, be responsible for the maintenance of all Common Property, including the Recreation Tract and Recreation Facilities; provided, however, that the expense of any maintenance, repair or

ORB 7612 Pg 50

reconstruction of any portion of the Common Property, Recreation Tracts or Recreation Facilities necessitated by the negligent or willful acts of an Owner, or of his family members, guests, employees, agents, lessees, licensees or invitees, shall be borne solely by such Owner, and such Owner's Lot shall be subject to an Individual Assessment for such expense. The Association shall also be responsible for the painting of the exterior of all Dwellings (except those areas which are specifically the responsibility of the Owner as described in the immediately preceding section), and the maintenance of all sod and landscaping upon each Lot. The Association shall have a right of access to all Lots to perform its maintenance obligations and to do other work reasonably necessary for the proper maintenance and operation of the Property, and such access shall not constitute a trespass.

7.2.1 The Association shall be responsible for the maintenance of a Lot when it is determined by the Association in its sole and absolute discretion, that the Owner thereof has failed or refused to perform said maintenance, the expense of which will be borne by the Owner of said Lot as a Individual Assessment.

7.2.2 Without limiting the foregoing, the Association shall be responsible for maintenance of all water management tracts within the Property, if any.

7.2.3 Developer, its parents, subsidiaries, affiliates, and their successors and assigns, may be the management agent for the Association and may hire such employees, including but not limited to, attorneys, accountants, bookkeepers, brokers, gardeners

ORB 7612 Pg 51

and laborers, as Developer may deem necessary or appropriate in order to maintain the property described herein. No management agreement between the Association and Developer, its parents, subsidiaries, affiliates, or their successors and assigns shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Developer, or its parents, subsidiaries, affiliates, or their successors and assigns are officers, directors or employees of the Association.

7.4 Maintenance of Additional Property. As additional property, including without limitation additional Lots and Common Property, is made subject to this Declaration, Developer shall have the absolute right to change, amend, or alter the maintenance provisions set forth in this Article 7, and to add additional maintenance provisions for such additional property as deemed appropriate by Developer in its sole and absolute discretion.

ARTICLE 8

USE RESTRICTIONS

8.1 Restrictions on Use of Lots and Common Property.

8.1.1 Residential Use. Except as provided below in this Declaration, all Lots, other than Lots designated as Recreation Tracts, if any, shall be used only for single family, private, residential Dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof; provided, however, that nothing contained herein shall be construed to prohibit or limit the operation of the Recreation Facilities.

ORB 7612 Pg 52

The term "family" shall mean and refer to persons related by blood or marriage. Whenever any Lot is owned or leased by a non-natural person, including, but not limited to, a corporation or partnership or other entity (other than Developer), the agent of such entity shall designate, at the time of the closing of the purchase of the Lot, a particular family or individual who shall be entitled to reside on the Lot. This designation may not be changed more than once per year. In the event that the entity owning the Lot wishes to designate another family as being entitled to use the Lot, the Association shall have the right to approve the occupancy of the Lot by the new family in the same manner as if the Lot had been sold or transferred to the new family, and the provisions of this Declaration relating to transfers shall govern the action taken by the Association. The adult members of the family designated by the non-natural entity to occupy the Lot shall execute a written covenant in favor of the Association, agreeing to comply with the terms and provisions of this Declaration, and with the Rules and Regulations and Traffic Regulations of Developer and the Association. Upon demand by the Association to the non-natural entity Lot Owner to remove any party who has been given permission to use the Lot for failure to comply with the above-mentioned terms and conditions, the Lot Owner shall forthwith cause such occupying party to vacate the Lot.

ORB 7612 Pg 53

8.1.2 Commercial Activities. No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Lot or in any Dwelling or any part thereof, except for those uses made by Developer and the operation of the Recreation Facilities.

8.1.3 Pets. Lot Owners may keep as pets only dogs and cats; provided, however, that no such pets are kept, bred or maintained for any commercial purpose. No breeds of dogs such as pit-bulls, Doberman Pinschers, or Rottweilers are permitted and no wild cats are permitted. All pets shall be kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. The pet owner shall be responsible at all times for cleaning up after the pet and no pet may soil outside without immediate clean up. The Board of Directors shall have the right to order the removal of any pet which is considered a nuisance, in the Board's sole and absolute discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

8.1.4 Vehicle Parking

8.1.4.1 Recreational and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, motorcycles, mobile homes or other habitable motor vehicles, except four-wheel passenger vehicles, may be placed, parked or stored upon any portion of a Lot or the Property

DRB 7612 Pg 54

except within a building which is totally removed from public view and then only in accordance with Section 8.1.4.2 hereof, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within a building which is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a Lot, or on the Streets during regular business hours, as needed for providing services or deliveries to the Lot. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. No loud or obnoxious vehicles shall be permitted within Seaview at Juno Beach at any time.

8.1.4.2 Passenger Automobiles. Automobiles of Owners may be parked, placed or stored only in the garage or driveway of the Owner's Lot. Family members, guests, employees, agents, lessees, licensees and invitees of Lot Owners may park their automobiles, on a temporary basis in the garage or driveway of the Owner's Lot or, with written permission of the Association, in the streets. No vehicle of any kind shall be placed, parked, or stored on the lawn of any Lot, or on any portion of the Common Property other than the Streets.

8.1.4.3 Enforcement of Violations. The Association shall have the right to levy reasonable fines against Lot Owners for parking violations by the Owners or their family members, guests, employees, agents, lessees, licensees or invitees, and such fines shall be treated as Individual Assessments and shall be collectible as such. Upon any delinquency in the payment of any

ORB 7612 Pg 55

parking violation fine, the Association shall have all rights as set forth in Article 6 of this Declaration for non-payment of Assessments or fines, including, without limitation, lien rights against the Owner. In addition, the Association will have the right to have any vehicle which is in violation of a parking regulation towed at the Owner's expense.

8.1.5 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.

8.1.6 Insurance. No Owner shall permit or suffer anything to be done or kept on his Lot or make any use of the Common Property which will increase the rate of insurance on any portion of the Property.

8.1.7 Nuisances. No use or practice which is either an annoyance to other Owners or an interference with the peaceful possession and proper use of the Property by the Lot Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet or comfort of the Owners, or allow any such noise or disturbance to be made on his Lot or in his Dwelling.

8.1.8 Access to Lots. Whenever the Association is permitted or required by this Declaration to enter upon any Lot for

ORB 7612 Pg 56

the purpose of correction, repair, cleaning, clearing, mowing, or in the event of an emergency, or for any other required or permitted activity, such entrance shall not be deemed a trespass.

8.1.9 Signs. Except in connection with the development or sales of property throughout Seaview at Juno Beach by Developer, no signs, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed to the public view on any Lot, on the Common Property, or on the Recreation Facilities.

8.1.10 Easements. No Dwelling or other structure, Improvement, or any tree, bush, shrub, landscaping or any other planting of any kind shall be built or maintained upon any easement or right-of-way, including, but not limited to, the Road Easement and Beach Access Easement as shown on the Initial Plat, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

8.1.11 Refuse Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Except for hours of collection, trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in area, so they are not visible from the Streets, from adjoining Lots, from the Common Property, or from the Recreation Facilities. During construction upon a Lot, the Lot Owner may maintain a dumpster thereon for disposal of construction debris, subject to approval by the A.R.B. of the type and location of the dumpster.

ORB 7612 Pg 57

8.1.12 Laundry. No portion of a Lot shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from any Street, from adjoining Lots, or from the Common Property.

8.1.13 Air Conditioners/ Water Purifiers, Etc. All window or wall air conditioning units are prohibited. All air conditioner compressors shall be screened from view from the Streets, from adjacent Lots, from the Common Property, and shall be insulated by a fence, wall or shrubbery approved by the A.R.B. so as to minimize the transmittal of noise. No water purifiers shall be placed outside the dwelling nor shall any other device be placed outside the dwelling without the written permission of the A.R.B.

ORB 7612 Pg 58

8.1.14 Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the A.R.B. as provided herein.

8.1.15 Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, or other similar vehicles or toys shall be stored only within the Dwellings. In the event such vehicles or toys are left unattended on the Streets, the Common Property or the Recreation Tract (in other than a designated area), they may be impounded by the Association, and shall be released to the Owner only upon payment of an administrative fee established by the Association. Such administration fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article 6 of this Declaration. No skateboards shall be permitted within the Project at anytime.

8.1.16 Additional Protective Covenants. Developer may include in any contract or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein.

8.1.17 Developer. The foregoing use restrictions set forth in this Section 8.1 shall not apply to any Improvements constructed by Developer.

ORB 7612 Pg 59

8.2 Rules and Regulations. No person shall use the Common Property or any Lot in any manner contrary to, or not in accordance with, the Rules and Regulations or Traffic Regulations which may be promulgated by Developer or the Association or the A.R.B., whether or not such Rules and Regulations are restated herein in whole or in part.

8.3 Restrictions on Use of Additional Property. As additional property (including without limitation, Lots and Common Property) is made subject to this Declaration in accordance with Section 2.2 hereof, Developer shall have the absolute and unconditional right to change, amend, or alter the use restrictions set forth in this Article 8 and to add additional use restrictions for such additional property as deemed necessary or appropriate by Developer, in its sole and absolute discretion.

ARTICLE 9

ARCHITECTURAL AND LANDSCAPE CONTROLS

9.1 Architectural Review Board. It is the intent of Developer to create a general plan and uniform scheme of development of the Property with detailed attention to the environmental characteristics of the property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural plans, landscaping plans and the location of any proposed Improvements, as well as the general plan for development of all Lots within the Property. The A.R.B. may, in its sole and absolute discretion, impose standards

ORB 7612 Pg 60

for construction and development which may be greater or more stringent than standards prescribed in any applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below.

9.1.1 The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The A.R.B. shall consist of three (3) voting members, all of whom shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until Turnover of control of the Association, as defined in this Declaration, Developer shall have the right to (a) change the number of members on the A.R.B.; provided, however, that the A.R.B. shall at all times consist of at least three (3) members; (b) to appoint all members of the A.R.B.; and (c) to remove and replace all members appointed to the A.R.B. Developer shall determine which member of the A.R.B. shall serve as its chairman, or which members shall serve as co-chairmen. In the event of the failure, refusal or inability to act of any of the members appointed by Developer, and in the event that Developer fails to fill any such vacancy within thirty (30) days of its occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as Developer no longer owns any property within Seaview at Juno Beach, or at such earlier date as Developer may determine in its sole and absolute discretion, the Developer shall assign to the Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of

ORB 7612 Pg 61

Directors shall (a) determine how many persons shall serve on the A.R.B.; provided, however, that the A.R.B. shall at all times consist of no less than three (3) members; (b) appoint the members of the A.R.B.; (c) provide for the terms of the members of the A.R.B.; and (d) determine which member of the A.R.B. shall serve as its chairman, or which members shall serve as co-chairmen. There shall be no requirement that any of the members of the A.R.B. be a member of either the Association or an Owner within Seaview at Juno Beach. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority of those members present shall constitute the action of the A.R.B.

9.1.2 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, landscaping, landscape lighting and the location of same shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form or forms as may be provided or required by the A.R.B. The A.R.B. may also require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B.

ORB 7612 Pg 62

9.1.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require additional or supplemental information before considering the information submitted for approval.

9.1.4 The A.R.B. shall have a period of thirty (30) days from the date upon which it receives all requested information, within which to review such information and to either approve or disapprove the proposed construction. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole and absolute discretion, for conservation, aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property.

9.1.5 Construction of all Improvements for which the approval of the A.R.B. is required under this Declaration shall be completed within the time period specified by the A.R.B.

9.1.6 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., it shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications, it shall so notify

ORB 7612 Pg 63

the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvements shall be erected or shall be allowed to remain which violate any of the covenants, conditions or restrictions contained in this Declaration, or which violate any environmental, zoning or building ordinance or regulation.

9.1.7 Prior to the occupancy or use of any Improvements constructed or erected on a Lot, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.R.B., certifying that the construction of the Improvements has been completed in accordance with the plans and specifications thereof as previously approved by the A.R.B. The A.R.B. may, from time to time, delegate to a member or to multiple members of the A.R.B. the responsibility for issuing such Certificates of Compliance.

9.1.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determining whether there exists any construction or any Improvement which violates the terms of any approval granted by the A.R.B., or the terms of this Declaration or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance relating to that portion of the Property makes reference. If any Improvements of any nature

ORB 7612 Pg 64

are constructed or altered without the prior written approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvements to be removed, and/or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association in enforcing the provisions of this Declaration with respect to such Improvements. Such costs may also be the basis for an Individual Assessment. The A.R.B., Association and Developer are specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvements, or to remove any unapproved Improvements, the Association or Developer, as the case may be, shall be entitled to recover all court costs, expenses and attorneys' fees incurred in connection therewith, including all such costs, expenses and fees incident to any appellate proceedings. All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing contained herein shall be deemed to negate the Association's right to recover the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape

ORB 7612 Pg 65

provisions contained herein or with any other Rules and Regulations promulgated by Developer, the Association or the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Lot in the public records of the County a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.B.

9.1.9 The A.R.B. has promulgated the SEAVIEW AT JUNO BEACH CONSTRUCTION GUIDELINES (the "Construction Guidelines"), which shall be kept on file in the office of the Association, and which are incorporated into this Declaration by reference (the "Construction Guidelines"). Except as otherwise specifically provided herein, all improvements within Seaview at Juno Beach must be constructed in accordance with the Construction Guidelines, as amended from time to time by the A.R.B. The A.R.B. is empowered to modify the design and development standards contained within the Construction Guidelines for all or any portion of Seaview at Juno Beach, as it may from time to time deem necessary or appropriate in A.R.B.'s sole and absolute discretion.

9.1.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided, however, that the variance sought is reasonable and does not otherwise impose a hardship upon other Owners or disturb or interfere with the quiet enjoyment of other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

ORB 7612 Pg 66

9.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by Developer, including, without limitation, Improvements made or to be made to the Recreation Tract and the other Common Property, shall not be subject to review by the A.R.B.

9.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid by Owners, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove in Article 6.

9.1.13 Neither Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Seaview at Juno Beach or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Seaview at Juno Beach agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against Developer, the directors or officers of the Association, the members of the A.R.B., or their respective employees, agents, successors or assigns, in order to

ORB 7612 Pg 67

recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither Developer, the directors or officers of the Association, the members of the A.R.B., 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 Improvements constructed pursuant thereto, regardless of whether such plans are approved or disapproved by the A.R.B. 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.

ARTICLE 10

RECREATION FACILITIES

In addition to the covenants, restrictions and limitations relating to the use of the Common Property set forth in Article 4 hereof, the following provisions shall apply to any Recreation Tract and Recreation Facilities.

10.1 Recreation Tract. Lot 21 on the Initial Plat is initially designated by Developer as a Recreation Tract. Developer reserves the right, however, at any time and from time to time to designate any other Lot or other portion of the Initial Property, or of any additional property subjected to this Declaration by Developer, as an additional or substitute Recreation Tract. Title to any Recreation Tract designated by Developer shall remain vested

ORB 7612 Pg 68

at all times in Developer or its successors or assigns, unless and until Developer, in its sole and absolute discretion, elects to convey the Recreation Tract to the Association, in which event Developer shall convey all of its right, title and interest in the Recreation Tract to the Association. Notwithstanding the manner in which fee simple title to any Recreation Tract is held, the Association shall be responsible for the management, maintenance and operation of the Recreation Tract from and after the date of recordation of this Declaration, the costs of which shall constitute Common Expenses subject to levy and collection of Assessments by the Association as set forth in Article 6 hereof.

10.2 Recreation Facilities. The Recreation Facilities to be provided by Developer may include, without limitation, a clubhouse, swimming pool, and such other properties, facilities or Improvements as Developer may from time to time designate as Recreation Facilities for the common use, benefit and enjoyment of all Owners and the family members, guests, lessees, licensees and invitees of the Owners. Title to any Recreation Facilities constructed by Developer shall remain vested at all times in Developer or its successors or assigns, unless and until Developer, in its sole and absolute discretion, elects to convey the Recreation Facilities to the Association, in which event Developer shall convey all of its right, title and interest in the Recreation Facilities to the Association. Notwithstanding the manner in which fee simple title to any Recreation Facilities is held, the Association shall be responsible for the management, maintenance

ORB 7612 Pg 69

and operation of the Recreation Facilities from and after the date of recordation of this Declaration, the costs of which shall constitute Common Expenses subject to levy and collection of Assessments by the Association as set forth in Article 6 hereof.

10.3 Completion of Initial Recreation Facilities. Completion of construction of the clubhouse and swimming pool to be constructed by Developer on the Recreation Tract (the "Initial Recreation Facilities") shall occur no later than three (3) months after completion of construction of the third (3rd) Dwelling within the Property. For purposes of this Section, "completion of construction" shall be deemed to mean, with respect to the Initial Recreation Facilities, receipt of a certificate of occupancy from the Town and with respect to Dwellings, final completion of the Dwelling in accordance with the requirements of the A.R.B. and the Town (including, without limitation, the installation of all landscaping and other Improvements approved by the A.R.B.) and receipt of a certificate of occupancy from the Town.

ARTICLE 11

INSURANCE

The Association is hereby authorized to purchase insurance on the Common Property in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate; provided, however, that all insurance policies providing coverage for the Recreation Facilities shall be subject to the prior written approval of Developer, which may be withheld in the sole discretion of Developer. All insurance policies obtained by the Association shall name the Developer as an additional insured so long as the Developer owns at least one Lot within the Project.

ORB 7612 Pg 70

ARTICLE 12SALE OR OTHER ALIENATION OF LOTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any Owner other than Developer shall be subject to the following provisions, which provisions each Lot Owner covenants to observe:

12.1 Right of First Refusal. For so long as Developer owns any Lot within the Property, each Owner of a Lot, other than Developer, grants to Developer a right of first refusal on the resale of the Owner's Lot to any third party. If an Owner desires to accept any offer to sell his Lot, such Owner shall send notice to Developer of the Owner's intent to sell and the terms of such offer in the manner set forth herein for providing notices, offering to sell the Owner's Lot to Developer on the same terms and conditions as those proposed in the offer to the Owner. Developer shall have fifteen (15) days from the date Developer receives such notice to either accept the Owner's offer or waive its right of first refusal specified herein. If Developer elects to accept the Owner's offer, Developer shall notify the Owner in writing of such election, after which Developer shall have fifteen (15) days to enter into a purchase and sale contract for the Owner's Lot on terms identical to those of the purchase and sale contract the Owner sought to enter into with a third party. If Developer shall fail to enter into such a purchase and sale contract within said fifteen (15) day period after Developer

ORE 7612 Pg 71

accepts the Owner's offer, or if Developer shall fail to accept the Owner's offer within fifteen (15) days of Developer's receipt of the Owner's notice of intent to sell, Developer's right of first refusal shall be deemed to be waived and the Owner may thereafter accept the offer to purchase from said third party, but only on terms identical to those offered to Developer. If the Owner shall thereafter attempt to modify the terms of the purchase and sale contract with said third party, the Owner must first reoffer the Lot to Developer upon such modified terms, and the procedure set forth in this Section shall thereafter be repeated.

12.2 Notice to the Association. In addition to the foregoing provisions of this Article 12, the transfer of a Lot by any Owner other than Developer shall also be subject to the following:

12.2.1 Sale, Gift or Other Transfer. An Owner intending to make a bona fide sale, gift or other transfer of his Lot or any interest therein, shall give to the Association notice of such intention, in writing, together with the name and address of the intended purchaser or transferee, and such other information concerning the intended purchaser or transferee as the Association may reasonably require.

12.2.2 Devise or Inheritance. A Lot Owner who has obtained title by devise or inheritance shall give the Association notice of the acquisition of title, together with such information concerning the Lot Owner as the Association may require.

ORB 7612 Pg 72

12.2.3 Failure to Give Notice. If the above required notice to the Association is not given, the Association may deny the unauthorized Lot Owner or occupant of a Dwelling the use of the Common Property, and may take any other action at law or in equity to divest the unauthorized Owner or occupant of record title or possession of the Lot.

12.3 Certificates of Notice and Approval Shall be Given in the Following Manner.

12.3.1 Except as otherwise provided hereinbelow, within ten (10) days of receipt of the above-described notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any officer of the Association. Such Certificate of Notice and Approval shall be recorded in the public records of the County, along with the deed or other instrument of conveyance.

12.3.2 In the event that a Lot Owner is delinquent in paying any Assessment assessed by the Association, or that an Owner, his family members, guests, employees, agents, lessees, licensees or invitees are not in compliance with any provision of this Declaration, the Rules and Regulations or Traffic Regulations adopted by Developer or the Association, the Association shall have the right to disapprove the proposed transfer by sending a Notice of Disapproval to the Lot Owner within ten (10) days after receipt of the notice and information required under this Article 12. In the event the delinquent Assessment is thereafter paid or the violation is corrected within ten (10) days of receipt of the

ORB 7612 Pg 73

Notice of Disapproval by the Lot Owner, the Association shall cause a Certificate of Notice and Approval to be executed by any officer of the Association within ten (10) days after receipt of proof satisfactory to the Association that the delinquent Assessment has been paid or the violation corrected.

12.4 Leasing. A Lot Owner may lease his Lot and the Dwelling thereon, provided that each lease term shall be for a minimum of ninety (90) days, and no Lot or Dwelling may be leased in excess of one (1) time in any twelve (12) month period from November 1st of one year to October 31st of the subsequent year.

12.5 Restrictions on Auctions. No Lot or other property within Seaview at Juno Beach may be sold by public or private auction.

12.6 Transfers Void. Any sale, gift, devise, lease or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Association is subsequently obtained and recorded in the public records of the County.

12.7 Exceptions. The foregoing provisions of this Article 12 shall not apply to an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor or its successors or assigns, or through foreclosure or any other proceeding in lieu of foreclosure. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by Developer.

ORB 7612 Pg 74

ARTICLE 13
INDEMNIFICATION OF DIRECTORS, OFFICERS
AND COMMITTEE MEMBERS

By acceptance of a deed to a Lot, each Owner acknowledges and agrees that every director and officer of the Association, and any committee member appointed by Developer or the Board, shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement in advance as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a Lot, each Owner

ORB 7612 Pg 75

acknowledges and agrees that directors of the Association appointed by Developer, officers of the Association elected by the Board of Directors appointed by Developer, and committee members appointed by said Board of Directors or by said officers shall act solely on behalf of Developer and the Association, and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a Lot, each Owner acknowledges and agrees that although directors, officers and committee members may be appointed, directly or indirectly by Developer and be acting solely on behalf of Developer and not on behalf of the Owners, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article.

ARTICLE 14

GENERAL PROVISIONS

14.1 Assignment.

14.1.1 All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer or the Association may be assigned by Developer or the Association, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were Developer or the Association prior to the assignment, and Developer or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

ORB 7612 Pg 76

14.1.2 Any of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer may be partially assigned by Developer. After such partial assignment, the assignee shall have such rights, powers, obligations, easements and estates as were specifically assigned to the assignee, and Developer shall be relieved and released of those rights, powers, obligations, easements or estates which were specifically assigned to the assignee.

14.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

14.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least sixty-seven (67%) of the votes of Members; provided, however, that until such time as Developer relinquishes control of the Association, as described hereinabove, all such amendments must include the approval and joinder of Developer.

14.2.2 So long as Developer owns any property within Seaview at Juno Beach, Developer shall have the right to make reasonable modifications, changes or cancellations to any or all of the provisions pertaining to the development of Seaview at Juno Beach contained in this Declaration including, but not limited to, provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder or consent of the Owners, the Association, Institutional Mortgagees or any other individual or entity, and the foregoing

ORB 7612 Pg 77

parties hereby waive any right to consent to such changes. Such changes may affect the entire Property or only specific portions of the Property, but shall be subject to applicable governmental approvals.

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

14.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of all Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

14.4 Covenants Run with the Property. The agreements, covenants, conditions, restrictions, obligations, easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Association, and the Owners.

ORB 7612 Pg 78

14.5 Enforcement. Compliance with the agreements, covenants, conditions, restrictions, obligations, easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein may be enforced by any proceeding at law or in equity against any persons or entities violating or attempting to violate the same, or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Developer, the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

14.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer, its agents, employees, officers, successors and assigns, including without limitation, any management and marketing agents, are irrevocably empowered to sell or lease Lots on any terms to any purchasers or lessees, for so long as Developer owns any portion of the Property. Also, for so long as Developer owns or has any use rights to any portion of the Property, Developer, its agents, employees, officers, successors and assigns, including without limitation, any management and marketing agents, shall have the right to transact any business necessary to consummate sales of property throughout Seaview at Juno Beach, including but not limited to, (a) the right to maintain office(s) on the Property in location(s) to be selected by Developer; (b) to have employees in

ORB 7612 Pg 79

such offices; (c) to construct and maintain sales agency offices, and such other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Seaview at Juno Beach, including, without limitation, sales models and parking lots; (d) to post and display a sign or signs on any Lots owned by Developer or on the Common Property; (e) to use the Common Property; and (f) to show Lots to prospective purchasers. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Seaview at Juno Beach shall not be considered Common Property and shall remain the property of Developer.

14.7 Non-Condominium.

14.7.1 The Association created pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association is expressly not intended to be a condominium association and is not created in accordance with, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration or as amended at any time.

14.7.2 The Common Property is not intended to be condominium property under, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration, and is not intended to be part of the common elements of any condominium.

14.8 Developer's Right of Repurchase. Each Lot Owner shall commence construction of a Dwelling upon his Lot no later than nine (9) months following the date of closing of the sale of the

ORB 7612 Pg 80

Lot by Developer to the initial purchaser of the Lot (the "Acquisition Date"), and each Lot Owner shall complete construction of the Dwelling no later than eighteen (18) months following the Acquisition Date. For purposes of this Section, "commencement of construction" shall be deemed to mean the pouring of a concrete slab for the primary residential structure of the Dwelling, and "completion of construction" shall be deemed to mean final completion in accordance with the requirements of the A.R.B. and the Town (including, without limitation, the installation of all landscaping and other Improvements approved by the A.R.B.), and receipt of a certificate of occupancy from the Town. The time periods for commencement and completion of construction as set forth above may be modified by the Developer on a case by case basis, pursuant to the terms of a purchase and sale agreement entered into by the Developer and a Purchaser.

In the event that a Lot Owner fails to commence construction, or to complete construction, in accordance with the above requirements, Developer shall have the option to repurchase the Lot from the Lot Owner. The repurchase price shall be an amount equal to the original gross sales price received by Developer for the Lot. The repurchase price shall be paid to the Lot Owner upon the closing of the repurchase. The reconveyance shall be by Florida statutory warranty deed, subject only to those matters to which title was subject on the Acquisition Date.

ORB 7612 Pg 81

Developer may, in its discretion, give public notice of its option to repurchase as provided herein, by recording a notice thereof in the public records of the County at any time from and after the date upon which the option becomes exercisable. Such notice shall not require the joinder or execution by the affected Lot Owner.

14.9 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

- to Developer at: Harbourside Associates, Inc.
1225 U.S. Highway One
Suite 200 - Loggerhead Plaza
Juno Beach, Florida 33408
Attn: Thomas L. Delaney,
Vice President
- or to Owner at: the last known address of Owner
as it appears on the records of
the Association at the time of
such delivery or mailing.
- or to the Association at: Seaview at Juno Beach Property
Owners Association, Inc.
791 Seaview Drive
Juno Beach, Florida 33408

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

ORB 7612 Pg 82

14.10 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth on any plat(s) of the Property, which plats are recorded or to be recorded in the public records of the County.

14.11 Developer Payments. Upon demand of the Developer, the Association shall refund to the Developer any refundable payments or deposits made by Developer to third parties in connection with the development of the Property. For example, and not by way of limitation, the Developer shall, upon demand, be reimbursed by the Association for refundable payments made to Florida Power and Light Company.

14.12 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

14.13 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

14.14 Captions. The captions used in this Declaration and any exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof.

14.15 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

ORB 7612 Pg 84

JOINDER OF ASSOCIATION

SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby joins in this Declaration of Covenants and Restrictions for Seaview at Juno Beach for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

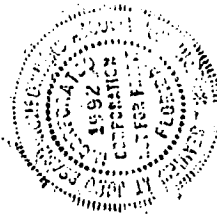
SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC. a Florida corporation not-for-profit

Linda E. Andrews
LINDA E ANDREWS
Print Name

By: Thomas L. Delaney
Thomas L. Delaney
Print name
Title: President

Thomas K. Browne
THOMAS K BROWNE
Print Name

(CORPORATE SEAL)



ORB 7612 Pg 85

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

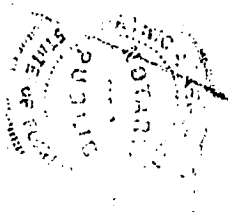
The foregoing instrument was acknowledged before me this 10th day of February, 1998, by Thomas L. DeLaney, the President of SEAVIEW AT JUNO BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. The above-named individual (check one) is personally known to me or has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath:

- the sworn written statement of a credible witness (who is presently known to the Notary) that the signer is personally known to the witness;
- a driver's license or non-driver's ID issued by Florida or any other U.S. state;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;

Patricia Kelle Browne
Print Name: PATRICIA KELLE BROWNE
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: AA 677120
My commission expires: _____

(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 24, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE



ORB 7612 Pg 86

CONSENT OF MORTGAGE HOLDER

The undersigned, OHIO SAVINGS BANK, a Ohio banking association, hereby consents to this Declaration of Covenants and Restrictions for Seaview at Juno Beach, and acknowledges that the lien of its mortgage on the Property, which is recorded in Official Record Book 7420, Page 2-27, Public Records of Palm Beach County, Florida, shall be subject to the terms and provisions of this Declaration.

Signed, sealed and delivered in the presence of:

OHIO SAVINGS BANK,
a Ohio banking association

Judith M. Paskert

JUDITH M. PASKERT
Printed Name

By: Frank J. Bologna

FRANK J. BOLOGNIA
Printed Name
Title: SR. Vice Pres

Margaret A. Riley

MARGARET A RILEY
Printed Name

ORB 7612 Pg 87

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

The foregoing instrument was acknowledged before me this 17th day of February, 1992 by Frank J. Deloan, the Se. Vice Pres. of OHIO SAVINGS BANK, a Ohio banking association, on behalf of the association. The above-named individual (check one) is personally known to me or _____ has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath:

- _____ the sworn written statement of a credible witness (who is presently known to the Notary) that the signer is personally known to the witness;
- _____ a driver's license or non-driver's ID issued by Florida or any other U.S. state;
- _____ a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;

Judith M. Paskert
Print Name: JUDITH M. PASKERT
NOTARY PUBLIC - STATE OF OHIO
Commission Number: none
My commission expires: July 15, 1996
(Notarial Seal)

ORB 7612 Pg 88

EXHIBIT A

LEGAL DESCRIPTION

SEAVIEW AT JUNO BEACH according to the Plat thereof as recorded
in Plat Book 69 Pages 123 - 125 inclusive Public
Records of Palm Beach County Florida

ORB 7612 Pg 89
 RECORD VERIFIED DOROTHY H WILKEN
 CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT "B"

ASSESSMENT SCHEDULE

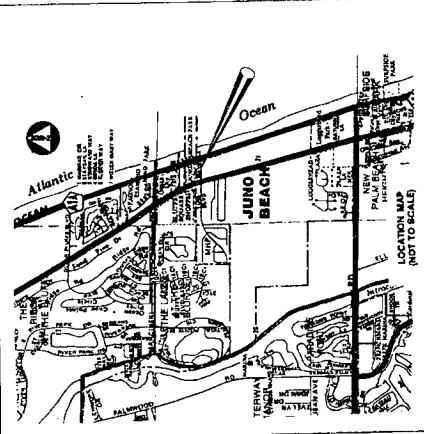
<u>LOT NO.</u>	<u>SHARE OF ASSESSMENTS</u>
Lot 1	4.9%
Lot 2	4.9%
Lot 3	4.9%
Lot 4	4.9%
Lot 5	4.9%
Lot 6	4.9%
Lot 7	4.9%
Lot 8	4.9%
Lot 9	4.9%
Lot 10	5.7%
Lot 11	5.3%
Lot 12	5.7%
Lot 13	4.9%
Lot 14	4.9%
Lot 15	4.9%
Lot 16	4.9%
Lot 17	4.9%
Lot 18	4.9%
Lot 19	4.9%
Lot 20	4.9%
Lot 21	EXEMPT

	100.0%

APRIL 1995 SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

SHEET 1 of 2

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, AND BEING A RE-PLAT OF LOTS 1 THROUGH 8, INCLUSIVE, AND LOTS 18 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA



DEDICATION:
STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, THAT HARBORSIDE ASSOCIATES, INC. A FLORIDA CORPORATION, OWNER OF THE LAND SHOWN HEREON AS SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT, SAVING LOTS 18 AND 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING A RE-PLAT OF LOTS 1 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 1.88 ACRES MORE OR LESS

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

- THE ROAD SHOWN HEREON AS SEAVIEW DRIVE, IS HEREBY DEDICATED TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, WITHOUT RESERVE TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- TRACTS 0.1, 0.2, 0.3, 0.4 AND 0.5, AS SHOWN HEREON, ARE HEREBY RESERVED BY HARBORSIDE ASSOCIATES, INC., A FLORIDA CORPORATION, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING A RE-PLAT OF LOTS 1 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- THE UTILITY FACILITIES AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES NECESSARY FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- THE ROAD SHOWN HEREON AS SEAVIEW DRIVE, IS HEREBY DEDICATED TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, WITHOUT RESERVE TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- THE CHANGES AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, WITHOUT RESERVE TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- TRACTS 0.1, 0.2, 0.3, 0.4 AND 0.5, AS SHOWN HEREON, ARE HEREBY RESERVED BY HARBORSIDE ASSOCIATES, INC., A FLORIDA CORPORATION, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING A RE-PLAT OF LOTS 1 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.
- TRACTS 0.1, 0.2, 0.3, 0.4 AND 0.5, AS SHOWN HEREON, ARE HEREBY RESERVED BY HARBORSIDE ASSOCIATES, INC., A FLORIDA CORPORATION, FOR THE USE AND BENEFIT OF THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, AND BEING A RE-PLAT OF LOTS 1 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.

HARBORSIDE ASSOCIATES, INC.
A FLORIDA CORPORATION

BY: *Sharon L. Delaney*
TOWN CLERK

BY: *Robert J. Delaney*
TOWN MANAGER

7

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT THE PUBLIC RECORDS OFFICE OF THE COUNTY OF PALM BEACH, FLORIDA, ON THIS 15th DAY OF FEBRUARY, A.D. 1995, AND WAS RECORDED IN PLAT BOOK 651, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.

DEBORAH K. WELSH
CLERK OF THE CIRCUIT COURT

BY: *Debra C. White*
DEPUTY CLERK



TITLE CERTIFICATION:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DAVID B. DICKEYSON, OF DICKEYSON, WINDOCH, BEE AND SIOGA, CHARTERED, A REAL ESTATE ATTORNEY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PERSON DESCRIBED PROPERTY, THAT I AM THE TITLE TO THE PROPERTY IN VESTED TO THE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, AND THAT THE SAME IS NOT SUBJECT TO ANY OTHER CLAIM OR INTEREST, AND THAT THERE ARE NO ENCUMBRANCES OF RECORD OR OF ANY NATURE THAT WOULD AFFECT THE VALIDITY OF THIS PLAT.

DICKEYSON, WINDOCH, BEE AND SIOGA, CHARTERED

BY: *David B. Dickeyson*
ATTORNEY

TOWN OF JUNO BEACH APPROVALS:
STATE OF FLORIDA
COUNTY OF PALM BEACH

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT, IS HEREBY APPROVED FOR RECORD THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
TOWN CLERK

BY: *Robert J. Delaney*
TOWN MANAGER

ATTORNEY:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DONALD R. HENNING, OF HENNING, BAKER, OSAM & ANDERSON, INC., APPOINTED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AS TOWN COUNCIL CLERK, HAVE REVIEWED THIS DOCUMENT FOR DIMENSIONAL AND CONFORMANCE REQUIREMENTS OF THE ORDINANCES OF THE TOWN OF JUNO BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH SAID ORDINANCES.

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Donald R. Henning*
TOWN COUNCIL CLERK

FLORIDA REGISTRATION NO. 3175

SURVEYOR'S CERTIFICATION:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY PERSONAL SUPERVISION AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S., AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S., AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

BENCH MARK LAND SURVEYING & MAPPING, INC.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *William R. Deane*
TOWN CLERK

NOTARY PUBLIC:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

MORTGAGEE'S CONSENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, 1ST UNITED BANK, A FLORIDA CORPORATION, HEREBY CERTIFIES THAT IT IS THE MORTGAGEE OF THE LAND SHOWN HEREON, AND THAT IT IS OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL OF OFFICE, THIS 16th DAY OF FEBRUARY, 1995.

BY: *Sharon L. Delaney*
TOWN CLERK

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PALM BEACH

I, *Sharon L. Delaney*, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA, AND THAT I AM OF THE OPINION THAT THIS DOCUMENT IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

DATE THIS 16th DAY OF FEBRUARY, A.D. 1995.

BY: *Sharon L. Delaney*
NOTARY PUBLIC

BENCH MARK

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

RECORD PLAT

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

DATE: 02/16/95

SCALE: AS SHOWN

NO. 7

BY: *Sharon L. Delaney*

1995

SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT

MAY

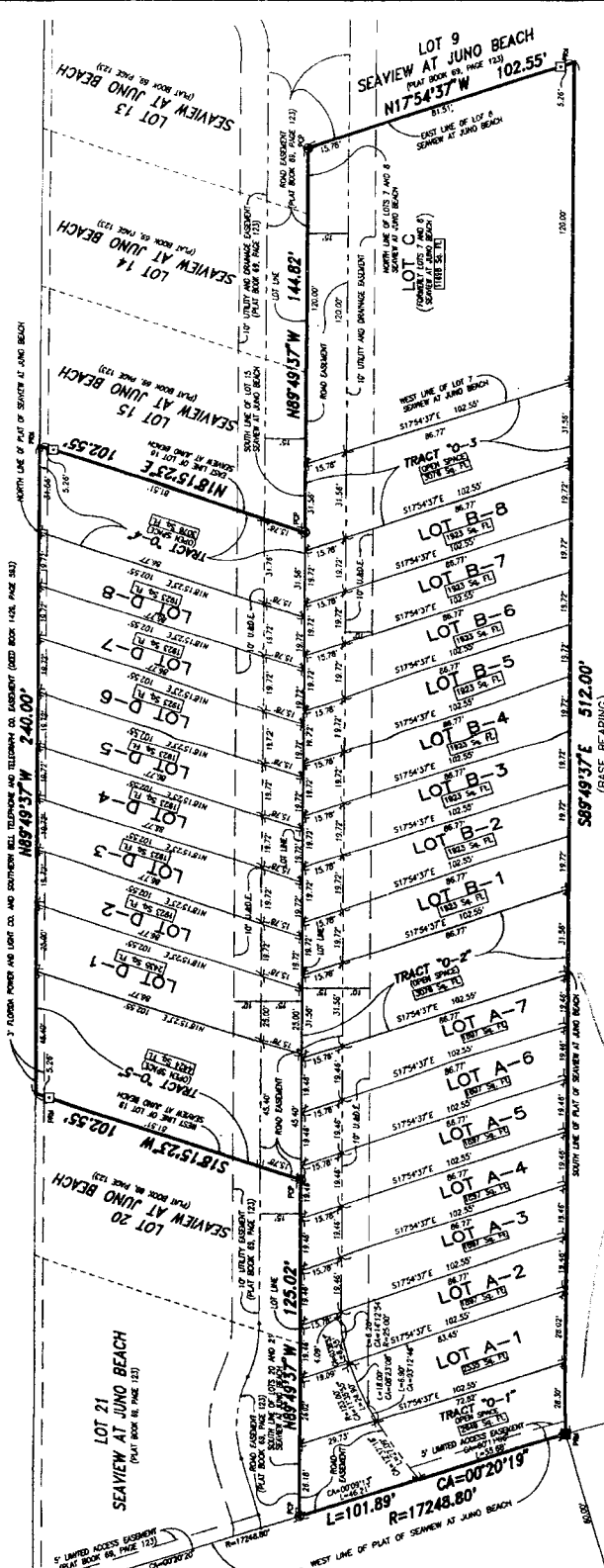
SHEET 2 of 2

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, AND BEING A RE-PLAT OF LOTS 1 THROUGH 8, INCLUSIVE, AND LOTS 18 THROUGH 19, INCLUSIVE, PLAT OF SEAVIEW AT JUNO BEACH, AS RECORDED IN PLAT BOOK 89, PAGE 123, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA



JUNO BEACH PARK
(UNPLATTED)

FLORIDA POWER AND LIGHT CO. AND SOUTHERN BELL TELEPHONE AND TELEGRAPH CO. EASEMENT (SEE BOOK 1402, PAGE 581)
N89°19'37"W 240.00'



C/L U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5)
(ROAD PLAT BOOK 5, PAGE 109)
(100' FROM S. 100')

UNPLATTED

LEGEND

- PRM = SET PERMANENT REFERENCE MONUMENT (PRM) NO. 2424
- PRM = FOUND PERMANENT REFERENCE MONUMENT (PRM)
- ⊙ PRM = SET PERMANENT CONTROL POINT (PCP) NO. 2424
- ⊠ DENOTES LOT/TRACT AREA IN SQUARE FEET (SQ. FT.)
- 10' UTILITY DENOTES 10' UTILITY AND DRAINAGE EASEMENT

This instrument was prepared by the undersigned, a duly licensed Professional Engineer, and for the office of Juno Beach Land Surveyors & Planners, Inc., 4150 North Boca Home Business Center, Suite 121, Boca Raton, Florida

BENCH MARK
Lined Surveyor's Level
1 1/2" x 1 1/2" x 1 1/2" (30mm x 30mm x 30mm)
Type 303 (See 10/1/01)

RECORD PLAT
SEAVIEW AT JUNO BEACH
PARTIAL RE-PLAT

DATE	2002/07/16	NO. 8	20
DRAWN BY	PL	SCALE	1" = 30'
FILE	PL-04-001	BOOK	89
DATE	2002/07/16	SHEET	2 OF 2

8

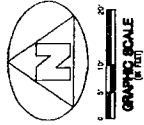
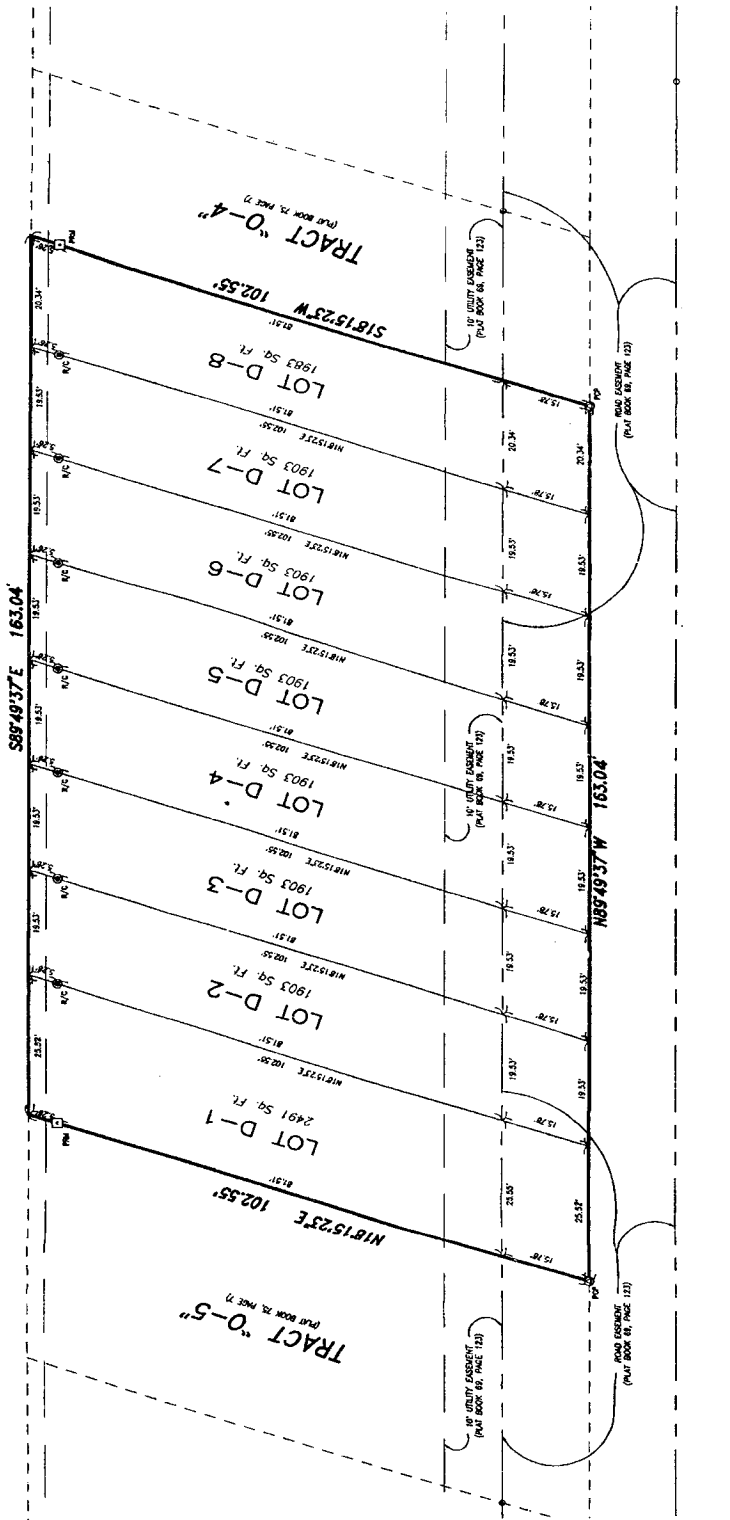
FEBRUARY 1996 SHEET 2 of 2

SEAVIEW AT JUNO BEACH RE-PLAT OF LOTS D-1 THROUGH D-8

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 41 EAST, TOWN OF JUNO BEACH, AND BEING A RE-PLAT OF LOTS D-1 THROUGH D-8, INCLUSIVE, SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT, AS RECORDED IN PLAT BOOK 75, PAGE 7, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.

59

JUNO BEACH PARK
(UNPLATTED)



- RECORDED NOTES AND LEGEND
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 3. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 4. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 5. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 6. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 7. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 8. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 9. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.
 10. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT.

BENCH MARK
Land Surveying and Mapping, Inc.
11111 NE 11th Ave, Suite 101, Fort Lauderdale, FL 33304
TEL: 754-561-1111 FAX: 754-561-1112

RECORD PLAT
SEAVIEW AT JUNO BEACH RE-PLAT
OF LOTS D-1 THROUGH D-8

DATE	02/17/96	BY	RS
SCALE	AS SHOWN	SHEET	2 OF 2

JANUARY 1997

SEAVIEW AT JUNO BEACH RE-PLAT SHEET 1 of 2

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, AND BEING A RE-PLAT OF LOTS 9-1 THROUGH B-6, INCLUSIVE, AS RECORDED IN PLAT BOOK 75, PAGE 7, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.

DEDICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, JAMES H. HAYES, COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOLLOWING DEDICATION WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, ON JANUARY 19, 1997, AT 10:00 AM. THE DEDICATION WAS FILED BY THE COUNTY CLERK OF PALM BEACH COUNTY, FLORIDA, AND IS RECORDED IN PLAT BOOK 75, PAGE 7, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby acknowledge that I am the President and sole proprietor of the said corporation and that I am the owner of the property described herein and that I have authorized the execution of this instrument and the recording of this instrument in the public records of the State of Florida and the County of Palm Beach, Florida.

ACKNOWLEDGMENT:

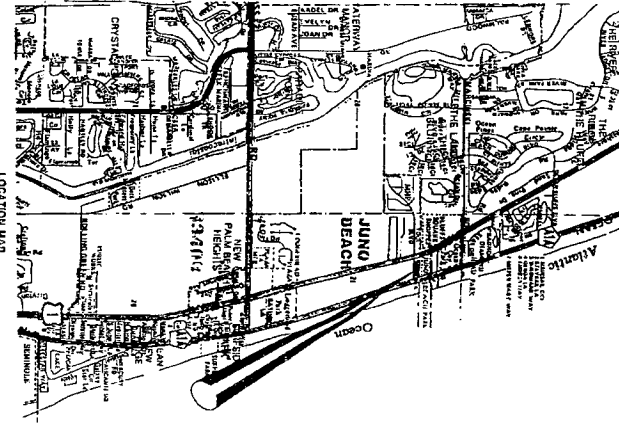
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby acknowledge that I am the President and sole proprietor of the said corporation and that I am the owner of the property described herein and that I have authorized the execution of this instrument and the recording of this instrument in the public records of the State of Florida and the County of Palm Beach, Florida.

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby acknowledge that I am the President and sole proprietor of the said corporation and that I am the owner of the property described herein and that I have authorized the execution of this instrument and the recording of this instrument in the public records of the State of Florida and the County of Palm Beach, Florida.

ACKNOWLEDGMENT:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby acknowledge that I am the President and sole proprietor of the said corporation and that I am the owner of the property described herein and that I have authorized the execution of this instrument and the recording of this instrument in the public records of the State of Florida and the County of Palm Beach, Florida.



SUBSEVER'S CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby certify that the plat shown hereon is a true and correct representation of a subdivision of land as shown on the plat and that the same has been prepared in accordance with the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and that the same has been approved by the Board of Commissioners of the Town of Juno Beach, Florida, and that the same has been recorded in the public records of the County of Palm Beach, Florida, and that the same is a true and correct representation of the same.

TOWN OF JUNO BEACH APPROVALS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby certify that the plat shown hereon is a true and correct representation of a subdivision of land as shown on the plat and that the same has been prepared in accordance with the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and that the same has been approved by the Board of Commissioners of the Town of Juno Beach, Florida, and that the same has been recorded in the public records of the County of Palm Beach, Florida, and that the same is a true and correct representation of the same.

TOWN OF JUNO BEACH APPROVALS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby certify that the plat shown hereon is a true and correct representation of a subdivision of land as shown on the plat and that the same has been prepared in accordance with the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and that the same has been approved by the Board of Commissioners of the Town of Juno Beach, Florida, and that the same has been recorded in the public records of the County of Palm Beach, Florida, and that the same is a true and correct representation of the same.

TOWN OF JUNO BEACH APPROVALS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby certify that the plat shown hereon is a true and correct representation of a subdivision of land as shown on the plat and that the same has been prepared in accordance with the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and that the same has been approved by the Board of Commissioners of the Town of Juno Beach, Florida, and that the same has been recorded in the public records of the County of Palm Beach, Florida, and that the same is a true and correct representation of the same.

TOWN OF JUNO BEACH APPROVALS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
I, Richard D. Lippert, President of RELAND ASSOCIATES, INC., a Florida corporation, do hereby certify that the plat shown hereon is a true and correct representation of a subdivision of land as shown on the plat and that the same has been prepared in accordance with the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and that the same has been approved by the Board of Commissioners of the Town of Juno Beach, Florida, and that the same has been recorded in the public records of the County of Palm Beach, Florida, and that the same is a true and correct representation of the same.

17



BRNCH MARK RECORD PLAT OF LOTS B-1 THROUGH B-8

RECORD PLAT OF LOTS B-1 THROUGH B-8

BRNCH MARK RECORD PLAT OF LOTS B-1 THROUGH B-8

BRNCH MARK RECORD PLAT OF LOTS B-1 THROUGH B-8

RECORD PLAT OF LOTS B-1 THROUGH B-8

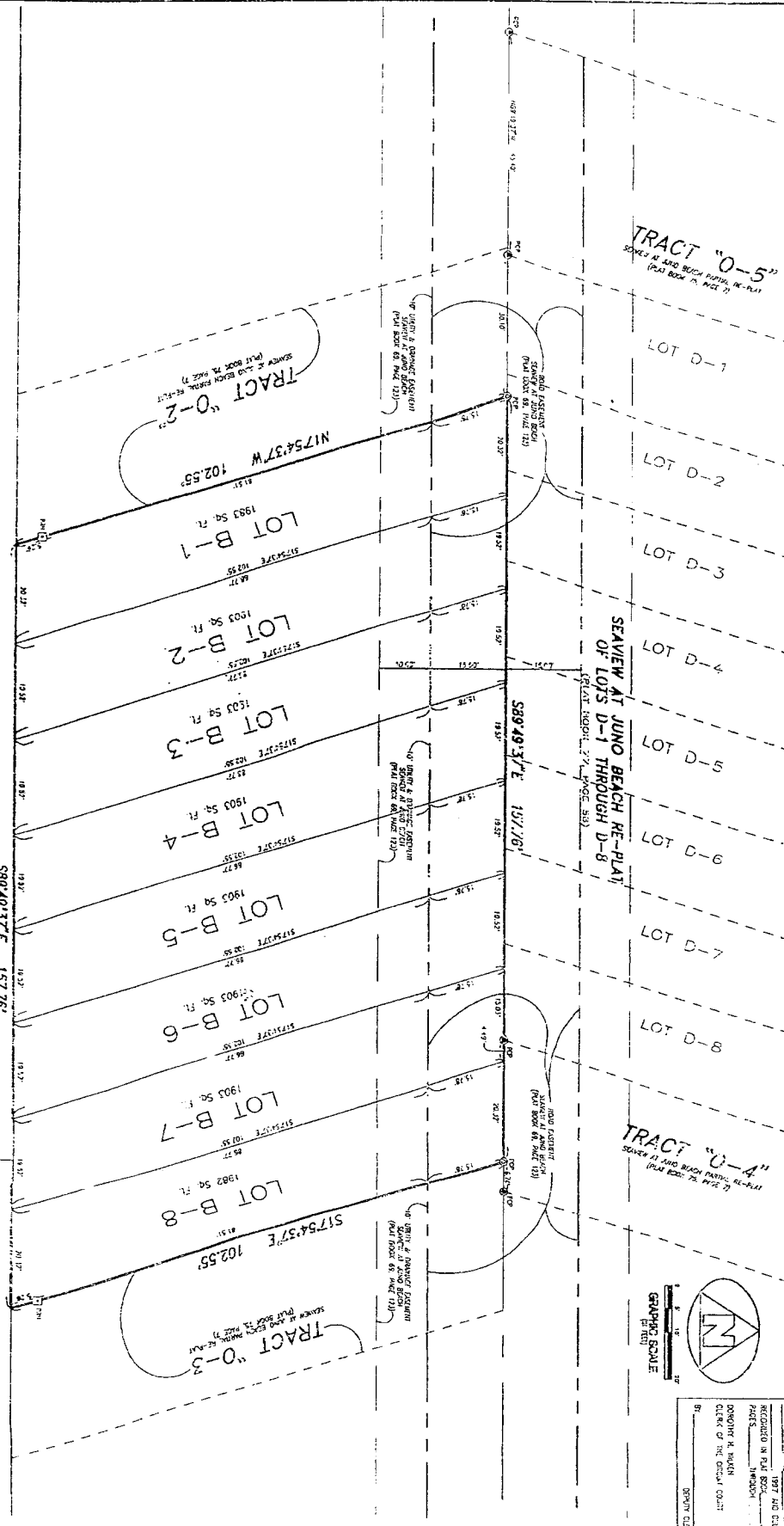
JANUARY 1997

SEAVIEW AT JUNO BEACH RE-PLAT OF LOTS B-1 THROUGH B-8

SHEET 2 of 2

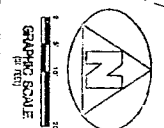
18

LING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, AND BEING A RE-PLAT OF LOTS B-1 THROUGH B-8, INCLUSIVE, SEAVIEW AT JUNO BEACH PARTIAL RE-PLAT AS RECORDED IN PLAT BOOK 75, PAGE 7, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA.



- STANDARD NOTES AND LEGEND:
1. BEARING, DISTANCE, CURVE DATA, AND AREA TO BE CALCULATED FROM THE DATA GIVEN.
 2. THE AREA OF A POLYGON IS THE SUM OF THE AREAS OF THE TRIANGLES FORMED BY ONE OF ITS SIDES AND THE PERPENDICULARS DROPPED FROM EACH OF THE OTHER VERTICES TO THE EXTENSION OF THE FIRST SIDE.
 3. THE AREA OF A CURVED BOUNDARY IS THE AREA OF THE CHORD MULTIPLIED BY THE CURVE FACTOR.
 4. CURVE FACTOR = $\frac{180}{\pi} \times \frac{C^2}{R^2}$
 5. CURVE DATA: $\frac{1}{2}$ CHORD BEARING, CHORD DISTANCE, CURVE DISTANCE, CURVE RADIUS, CURVE ANGLE.
 6. AREA OF A CIRCLE = πR^2
 7. AREA OF A SECTOR = $\frac{1}{2} R^2 \theta$
 8. AREA OF A SEGMENT = AREA OF SECTOR - AREA OF TRIANGLE
 9. AREA OF AN ANNULUS = $\pi(R^2 - r^2)$
 10. AREA OF A RING = $\pi(R^2 - r^2)$
 11. AREA OF A TRAPEZOID = $\frac{1}{2}(B_1 + B_2)H$
 12. AREA OF A PARALLELOGRAM = BH
 13. AREA OF A RECTANGLE = BL
 14. AREA OF A SQUARE = L^2
 15. AREA OF A TRIANGLE = $\frac{1}{2}BH$
 16. AREA OF A CIRCLE = πR^2
 17. AREA OF A SECTOR = $\frac{1}{2}R^2\theta$
 18. AREA OF A SEGMENT = AREA OF SECTOR - AREA OF TRIANGLE
 19. AREA OF AN ANNULUS = $\pi(R^2 - r^2)$
 20. AREA OF A RING = $\pi(R^2 - r^2)$
 21. AREA OF A TRAPEZOID = $\frac{1}{2}(B_1 + B_2)H$
 22. AREA OF A PARALLELOGRAM = BH
 23. AREA OF A RECTANGLE = BL
 24. AREA OF A SQUARE = L^2
 25. AREA OF A TRIANGLE = $\frac{1}{2}BH$

UNPLATTED



STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR RECORD AT
 THE OFFICE OF THE CLERK OF THE
 RECORDS IN PALM BEACH COUNTY,
 FLORIDA, ON JANUARY 1997.
 DEPARTMENT OF REVENUE
 CLERK OF THE CLERK COUNTY
 BY: _____ DRAWN: CLEF

RECORD PLAT
 SEAVIEW AT JUNO BEACH RE-PLAT
 OF LOTS B-1 THROUGH B-8
 PLAT BOOK 75, PAGE 7
 JANUARY 1997

DEC-02-1992 02:58pm 92-368117

ORE 7499 Pg 652

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (hereinafter referred to as the "Covenant") is made this 4th day of November, 1992 by Harbourside Associates, Inc., 1751 Ocean Drive, Juno Beach, Florida 33408 (hereinafter referred to as "Developer"), who, for itself, its heirs, executors, administrators and assigns, makes the following declaration as to limitations and restrictions on the development of the property known as Seaview at Juno Beach and more particularly described as:

Lots 1 through 21, Seaview of Juno Beach, according to the plat thereof recorded in Plat Book 69, Pages 123-125, Public Records of Palm Beach County, Florida

(hereinafter referred to as the "Property").

WHEREAS, Developer voluntarily committed to the Town Council of the Town of Juno Beach, Florida to execute and record a restrictive covenant relating to development of the Property; and

WHEREAS, pursuant to that commitment Developer has executed this Covenant.

NOW, THEREFORE, Developer covenants, warrants and agrees as follows:

1. Developer is the fee simple owner of the Property, and Developer has good right and lawful authority to enter into this Agreement.

2. Developer is responsible for constructing all site improvements shown on the recorded plat, site plan and engineering drawings, which improvements include water, sewer, road, drainage, landscape, irrigation and sidewalks. Maintenance of these improvements will be the responsibility of either the Developer

ORE 7499 Ps 653
P02

or a homeowner's association to be formed. The Town of Juno Beach (the "Town") is not in any way responsible for the construction or maintenance of any site improvements.

3. No certificates of occupancy will be issued for any buildings on the Property until all site improvements shown on the recorded plat, site plan and engineering drawings provided to the Town have been completed, inspected by the Town and Palm Beach County (the "County") and approved by the Town and the County. Specifically, these improvements include water, sewer, road, drainage, landscape, irrigation and sidewalks.

4. It is understood and agreed that this Covenant shall apply to and run with the Property.

5. This Covenant may only be released upon the written authorization of the Town Manager of the Town upon the requirements of Paragraph 3 being met.

IN WITNESS WHEREOF the Developer has executed this Covenant the day and year first written above.

ATTEST:

HARBOURSIDE ASSOCIATES, INC.

By: Thomas L. Delaney
Title: Secretary

By: Richard B. Rodgers
Title: Pres

P03

ORE 7499 Po 654

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of November, 1992, by Richard B. Rodgers and Thomas L. Delaney, as President and Secretary, respectively, of Harbourside Associates, Inc., a Florida (state) corporation, on behalf of the corporation. He/She is personally known to me or who has produced (type of identification) as identification and who did/did not take an oath.

Patricia Kagle Browne
Patricia Kagle Browne

Print Name:
Title:

My commission expires:
My commission number:



OFFICIAL SEAL
Patricia Kagle Browne
My Commission Expires
May 24, 1993
Comm. No. AA 677120

Return to:
Morris G. (Skip) Miller, Esquire
Boose Casey Ciklin Lubitz
Martens McBane & O'Connell
Will Call Box #69
515 North Flagler Drive, #1900
West Palm Beach, FL 33401

124

SEAVIEW AT JUNO BEACH

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

JUNO BEACH PARK
UNPLATTED

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

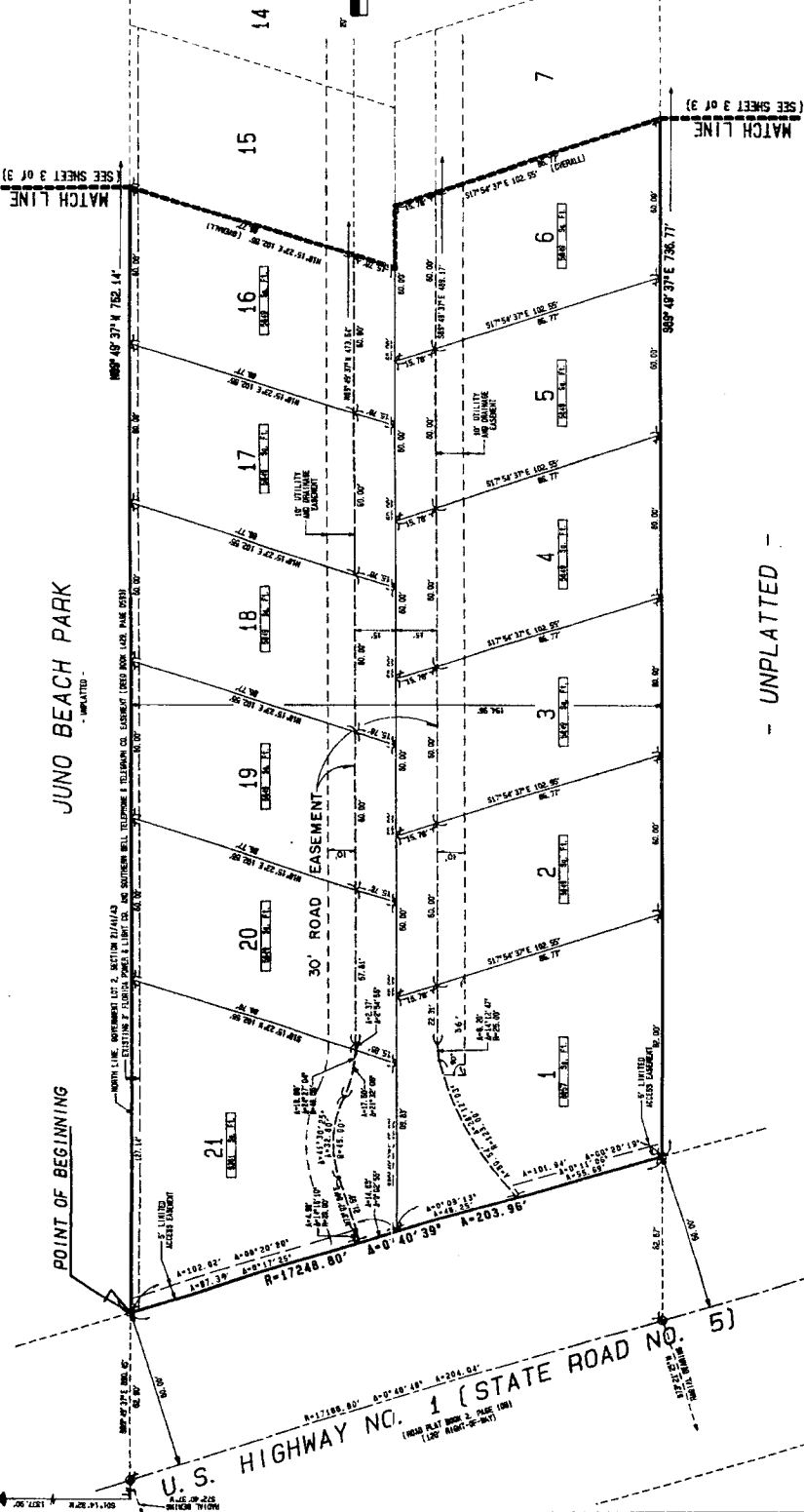
MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)

MATCH LINE
(SEE SHEET 3 OF 3)



UNPLATTED

MATCH LINE
(SEE SHEET 3 OF 3)

CONVEYANCE NOTES AND LEGEND:

1. BOUNDARIES SHOWN HEREON ARE BASED ON THE RECORD PLAT TO WHICH THIS PLAN REFERS AND ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
2. THIS PLAN IS A PART OF THE RECORD PLAT TO WHICH THIS PLAN REFERS AND IS SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
3. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
4. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
5. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
6. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
7. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
8. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
9. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.
10. THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA ARE SUBJECT TO THE SURVEYING AND RECORDING ACTS OF THE STATE OF FLORIDA.

LEGEND:

- 1. UNPLATTED
- 2. UNPLATTED
- 3. UNPLATTED
- 4. UNPLATTED
- 5. UNPLATTED
- 6. UNPLATTED
- 7. UNPLATTED
- 8. UNPLATTED
- 9. UNPLATTED
- 10. UNPLATTED
- 11. UNPLATTED
- 12. UNPLATTED
- 13. UNPLATTED
- 14. UNPLATTED
- 15. UNPLATTED
- 16. UNPLATTED
- 17. UNPLATTED
- 18. UNPLATTED
- 19. UNPLATTED
- 20. UNPLATTED
- 21. UNPLATTED

RECORD PLAT

SEAVIEW AT JUNO BEACH

LAND SURVEYING & RECORDING, INC.

11174 JUNO BEACH

KEY MAP

SHEET 2 OF 3

SHEET 3 OF 3

ORB 7721 Pg 1191

the Town and the County. Alternatively, the Developer may guarantee the satisfactory completion of some or all of said site improvements in one of the forms permitted by Section 13.2 of the Town's Subdivision Regulations. Specifically, these improvements include water, sewer, road, drainage, landscape, irrigation and sidewalks.

2. It is understood and agreed that the Covenant, as amended herein, shall apply to and run with the Property.

3. The Covenant, as amended herein, may only be released upon the written authorization of the Town Manager of the Town upon the requirements of Paragraph 3 being met.

IN WITNESS WHEREOF the Developer has executed this First Amendment to the Covenant the day and year first written above.

ATTEST:

HARBOURSIDE ASSOCIATES, INC.

By: Thomas L. Delaney
Title: Secretary

By: Richard B. Rodgers
Title: President

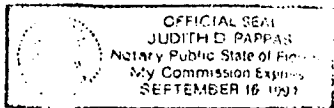
STATE OF FLORIDA
COUNTY OF PALM BEACH

ORB 7721 Pg 1192
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

The foregoing instrument was acknowledged before me this 10th day of May, 1993, by Richard B. Rodays and Thomas L. Delaney, respectively, as President and Secretary, of Harbourside Associates, Inc., a (state) corporation, on behalf of the corporation. He/~~she~~ is personally known to me or who has produced Drivers License (type of identification) as identification and who did/did not take an oath.

Judith D Pappas
Print Name: JUDITH D PAPPAS
Title:

My commission expires:
My commission number:



RETURN TO:
Alfred J. Malefatto, Esq.
Greenberg, Traurig, et al.
777 South Flagler Drive
West Palm Beach, FL 33401
WILL CALL #42

DEC-21-1994 3:53PM 94-421873
ORB 8554 Pg 8

This Document Prepared by:

J. Barry Curtin, Esq.
Fleming, Haile, Shaw
& Gundlach, P.A.
11780 U.S. Highway One, #300
North Palm Beach, FL 33408

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration made as of the 1st day of November, 1994, by Harbourside Associates, Inc., a Florida corporation ("Developer"), recites and provides as follows:

Whereas, Developer is the owner of the real property described in Exhibit "A" hereto (the "Property").

Whereas, Developer has agreed with the owners of lots 9, 13 and 15, as set forth on the Seaview at Juno Beach recorded Plat, dated 2/13/92, as recorded in Plat Book 69, pages 123 to 125, Public Records, of Palm Beach County, Florida which is attached and marked Exhibit "B" (Recorded Plat), to place the restrictions which are set forth herein on the property.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Developer hereby declares the following restrictive covenants, which shall burden and bind the Property and be binding upon Developer, the Property Owner's

ORB 8554 Pg 9

Association, and their respective successors and assigns, for the benefit of lots 9, 13, and 15 and shall run with the land. These conditions are as follows:

1. Enforcement. This Declaration is solely for the benefit of and can only be enforced by the record title owners of lots 9, 13, and 15, their respective successors, assigns, and/or mortgagees, individually or jointly. The covenant shall also be binding on Seaview of Juno Beach Property Owner's Association, Inc., a Florida not-for-profit corporation. There are no third-party beneficiaries of this Declaration of Restrictive Covenants.
2. Termination. This Declaration shall terminate upon the earlier to occur of (i) fifty (50) years from the date hereof, after which time it shall be automatically extended for successive periods of ten (10) years each, unless the covenants and restrictions covering the Property are terminated in that 10 year period, in which case these covenants shall also terminate; or (ii) the recording of a termination agreement executed by all of the then record owners of lots 9, 13 and 15 agreeing to extinguish these restrictive covenants.

ORB 8554 Pg 10

3. Single Family. Lots 10, 11 and 12 as shown in the Recorded Plat for the Property, shall be developed for detached single family zero lot line homesites, and no attached townhouses will be constructed on these lots. The development of and/or construction upon lots 10, 11, and 12 shall be restricted to one house per lot. No construction will take place on these three lots which exceeds two stories in height.
4. Only detached single family zero lot line houses will be constructed eastward of the west boundary line of lot 15 of the Recorded Plat, which restriction encompasses lots 9, 10, 11, 12, 13, 14, and 15 of the Recorded Plat, and excludes lots 7 and 8 which are provided for hereinafter.
5. For a period of one year, beginning November 1, 1994, lots 7 and 8 of the Recorded Plat may only be developed as detached single-family zero lot line homesites. If either lot 7 or 8, as identified on the Recorded Plat, is conveyed within this one year period, then both such lots will be developed as detached single-family zero lot line homesite. During this one year period, lots 7 and 8 will be offered for sale by the Developer for not more than their current market price (as of November 1, 1994) per lot. The Developer will use its best reasonable efforts to enter into a sale of these two lots during this one year period. If, after the one year period has expired, neither of these two lots have

ORB 8554 Pg 11

been conveyed, then the Developer shall have the right to petition the Town of Juno Beach for approval of construction of three townhouses on lots 7 and 8. In any such event, these three townhouse lots will be not less than approximately 27 feet 11 inches in width. In the event this townhouse program is undertaken, a buffer-open space area of thirty feet in width will be maintained between the westerly lot line of lot 9, and the eastern most border of any townhouse constructed on lot 8 of the Recorded Plat.

6. If any of the Owners of lots 9, 13 and 15 object to the above-described Petition to the Town of Juno Beach for townhouses, relative to elements agreed to herein, after the one year period has expired, or if the Developer submits a townhouse application which substantively varies from these agreed upon elements, the other party shall have the right to seek injunctive relief against them and to seek money damages for costs incurred and damages due to this objection. However, the owners of lots 9, 13 and 15 may object to any townhouse development which is not permitted pursuant to this agreement for any reason.
7. Open Space. An open space buffer area, 30 feet in width, will be established by the developer and maintained by the Association between the western boundary of lots 7 and 15 as shown on the Recorded Plat, and the

ORB 8554 Pg 12

townhouses which are constructed on the lots immediately to the west of the above-identified lots.

- 8. The prevailing party in any litigation brought under the terms of this Agreement, including through any appeals, shall be entitled to reimbursement for all necessary costs and reasonable attorneys' fees.
- 9. This agreement shall be interpreted under the laws of the State of Florida. Jurisdiction for any action brought under this Agreement shall be only in Palm Beach County, Florida.
- 10. A copy of the revised site plan covering the one year period referenced in paragraph 5 and the revised site plan after the one year period expires are attached as Exhibit C-1 and C-2.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be executed this 15th day of November, 1994.

Signed, sealed and delivered in the presence of:

Barry Curtin
Barry Curtin
Thomas K. Browne
Thomas K. Browne

HARBOURSIDE ASSOCIATES, INC.
a Florida corporation.

By: Thomas L. Delaney
Thomas L. Delaney,
Vice-President

ORB 8554 Pg 13

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th
day of November, 1994, by Thomas L. Delaney, as Vice-President of
Harbourside Associates, Inc., a Florida corporation, on behalf of
the corporation. He is personally known to me or has produced

_____ (as type of identification).



GREGORY S. KING
MY COMMISSION # CC 238882 EXPIRES
October 27, 1996
BONDED THROUGH TROY FAIR INSURANCE, INC.

Gregory S. King

NOTARY PUBLIC

PRINT/TYPE NAME
MY COMMISSION EXPIRES:
COMMISSION NO.:

(SEAL)

ORB 8554 Pg 14

JOINDER OF THE ASSOCIATION

Seaview at Juno Beach, Property Owner's Association, Inc., a Florida corporation, not-for-profit, hereby joins in the Declaration of Restrictive Covenants for the Property for the purpose of agreeing to perform its obligations and subordinate its interest as contained in these covenants.

Signed, sealed and delivered in the presence of:

SEAVIEW AT JUNO BEACH
PROPERTY OWNER'S ASSOCIATION,
INC., A FLORIDA CORPORATION,
NOT-FOR-PROFIT

J. Barry Curtin

J. Barry Curtin
Thomas K. Browne

Thomas K. Browne

Thomas L. Delaney

By: _____
Thomas L. Delaney,
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of November, 1994, by Thomas L. Delaney, as President of Seaview at Juno Beach Property Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ (as type of identification).



GREGORY S. KIMO
MY COMMISSION # CC 238982 EXPIRES
October 27, 1998
BONDED THROUGH TRUITY FARM INSURANCE, INC.

G. S. Kimo

NOTARY PUBLIC

PRINT/TYPE NAME
MY COMMISSION EXPIRES:
COMMISSION NO.:

(SEAL)

\\jc01161.001\Restr.ox\jn

ORB 8554 Pg 15

EXHIBIT "A"

SEAVIEW AT JUNO BEACH, according to the Plat thereof
as recorded in Plat Book 69, Pages 123-125 inclusive, Public
Records of Palm Beach County, Florida.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

ORB 8554 Pg 18

EXHIBIT 118

SEAVIEW AT JUNO BEACH

LYING IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA

JUNO BEACH PARK

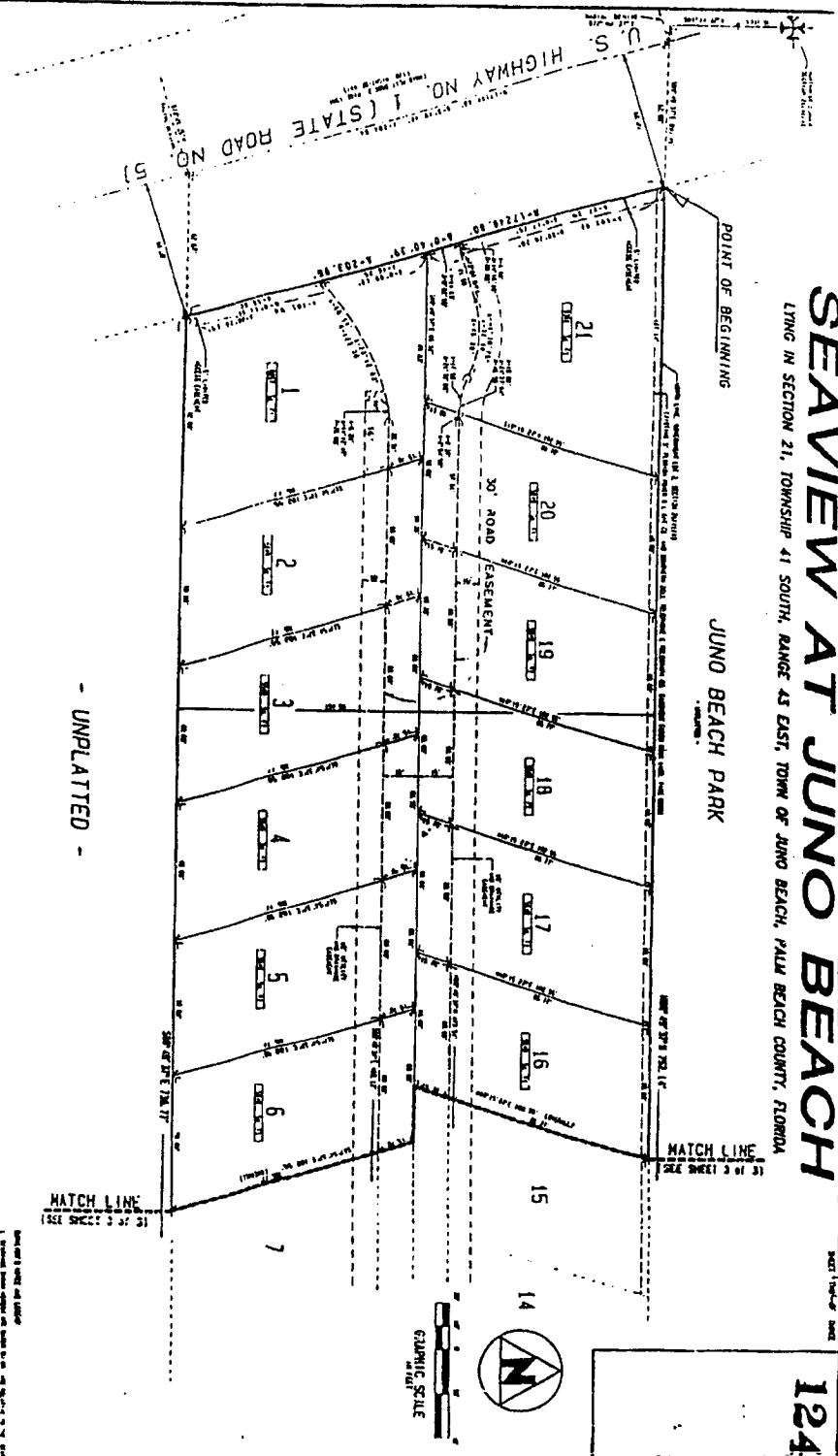
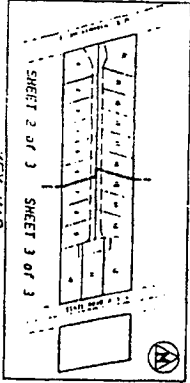
POINT OF BEGINNING

MATCH LINE

- UNPLATTED -

MATCH LINE

124



GRAPHIC SCALE

SEAVIEW AT JUNO BEACH

RECORD MAP

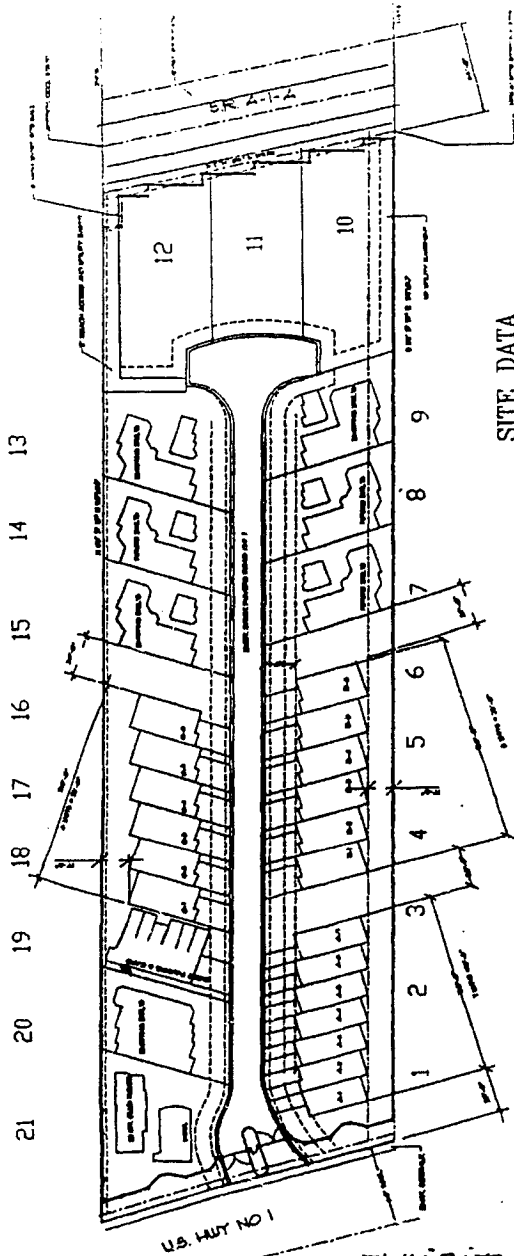
RECORDED AT THE OFFICE OF THE COUNTY CLERK OF PALM BEACH COUNTY, FLORIDA, ON 09/13/2001 AT 04:44:23 PM.

BY: [Signature]

FOR: [Signature]

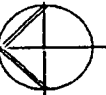
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

ORB 8554 Pg 19



SITE DATA

DATE: _____
 SHEET: _____
 TOTAL SHEETS: _____
 PROJECT: _____
 CLIENT: _____
 LOCATION: _____
 SCALE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 PROJECT NO.: _____
 SHEET NO.: _____



SITE PLAN (REVISED-2)

SCALE: 1" = 30'

TOWNHOUSE MIN. WIDTH 16'

Kress, Mitchell, Inc.
 ARCHITECTS
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 TEL: (954) 561-1111
 FAX: (954) 561-1112
 WWW: WWW.KRESSMITCHELL.COM

VILLAS AT SEAVIEW
 JUNO BEACH, FLORIDA

DATE: _____
 SHEET: _____
 TOTAL SHEETS: _____
 PROJECT: _____
 CLIENT: _____
 LOCATION: _____
 SCALE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 PROJECT NO.: _____
 SHEET NO.: _____

EXHIBIT C-1

