

**AMENDED AND RESTATED DECLARATION of**  
**Protective Covenants, Restrictions,**  
**Reservations, Servitudes and Easements**  
**affecting the real property within the plats of**

**JUNO ISLES CIVIC ASSOCIATION, INC.**

THESE AMENDMENTS TO THE DECLARATION, made by the owners of property within the plats of JUNO ISLES, hereinafter referred to as the owners, witnesseth:

WHEREAS, a majority of the owners of the real property described in Paragraph I hereof and are desirous to subject said property to protective covenants, restrictions, reservations, servitudes and easements as hereinafter set forth and amended, each and all of which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors and assigns:

WHEREAS, a majority of the owners of the lots within Plats I, II, and III of a subdivision known as Juno Isles substantially amended the protective covenants, restrictions, reservations, servitudes and easements recorded in Official Records Book 863, pages 48 - 68, Official Records Book 938, pages 84 - 104 and Official Records Book 884, pages 714-736.

**PARAGRAPH I**  
**Property Subject to this Declaration**

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

All lots contained in Plat No. 1, JUNO ISLES, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 27, Page 141.

All lots contained in Plat No. 2, Juno Isles, according to the Plat thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 27, page 163.

All lots contained in Plat No. 3, Juno Isles, according to the Plat thereof on File in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 27, page 188, except lots 4-7 block 19 and lots 12-15 block 18.

**EXHIBIT "1"**  
**PARAGRAPH II**  
**General Purpose of Covenants**

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

**PARAGRAPH III**  
**Definition of Terms**

1. DWELLING HOUSE, BUILDING, OUTBUILDING. The words "Dwelling House," "Building" and "Outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, porches, stoops, porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

2. LOT AND BLOCK. The words "Lot" and "Block" wherever used in this Declaration mean and refer to one of the numbered lots or blocks of land described in Paragraph I hereof, as shown on the plat hereinabove referred to. The numbers following the words "Lot" or "Block" refer to the particular lot or lots, block or blocks so numbered on the aforesaid plat.

3. SAID PLAT. The words "Said Plat" wherever used in this Declaration mean and refer to the Plat referred to in Paragraph I hereof.

4. SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid Paragraph I hereof.

5. SETBACK. The term "Setback" wherever used in this Declaration means the distance between dwelling houses or other structures referred to and the street or side or rear lines of the particular lot.

6. STREET. The term "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said Plat, or contiguous to the real property designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path or otherwise.

7. OWNER - shall mean the person or persons or legal entity or entities holding fee simple interests of record to any lots situated on the Properties described in PARAGRAPH I.

8. ASSOCIATION - shall mean and refer to Juno Isles Civic Association, Inc., a Florida corporation, not for profit, its successors and assigns.

**PARAGRAPH IV**  
**Uses Prohibited and Permitted**

1. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residential purposes.

2. No building, other than a detached single family dwelling house and appurtenant outbuilding, including garages for private use, shall be erected, constructed or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house or appurtenant outbuilding, including garage for private use.

3. No dwelling house more than two stories in height and no appurtenant outbuilding more than one story in height shall be erected, constructed or maintained on said property. Any attachment or additions to a dwelling house or appurtenant outbuilding must share a load bearing wall with the dwelling house or appurtenant outbuilding being modified and the addition must have architectural and aesthetic continuity. The attachment or addition to any dwelling house or appurtenant outbuilding must also meet all other architectural guidelines required by the covenants.

4. For the purposes of this Declaration, a private garage for the use of the owners or occupants of the lot upon which said garage is erected shall be deemed an outbuilding, and may be erected and constructed on such lot. A private garage may be incorporated in and made a part of such private dwelling house as is permitted by this Declaration to be erected on the lot. No garage larger than reasonably necessary to accommodate three (3) cars shall be erected, constructed or maintained on said property, or any part thereof.

5. When the construction of any building on any lot is begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of said Declaration.

6. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of such dwelling house, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes, provided, however, that this paragraph shall not be deemed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

7. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, which creates an annoyance or nuisance. A business shall be deemed to create an annoyance or nuisance if the Board of Directors determines that it generates an excessive amount of noise, odor, fumes, pedestrian or vehicular traffic, or creates any other unreasonable interference with the rights of residents within the community. In addition, it is the obligation of an owner to ensure that any commercial activity occurring on or within his or her property shall be in compliance with all governmental requirements, including, but not limited to, obtaining any required license(s). Notwithstanding and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, or nursery school, sanitarium, asylum, or institution, and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

8. No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property.

9. Dogs, cats, and pet birds confined in cages, may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. In no event shall any roosters, guinea hens or other noisy fowl be kept for any purpose on any lot.

10. No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted or maintained, nor shall any horses, ponies, donkeys or burros, be kept upon any part of said real property.

11. No trailers of any nature shall be kept or stored on any lot, except as provided herein. No boats and/or boat trailers and/or vehicles described in Section 13 herein below shall be placed, parked or stored where they can be viewed unobstructed from the streets of Juno Isles. Boats, and/or boat trailers and/or vehicles described in Section 13 herein below shall be stored on the side of a dwelling within the applicable

side yard setbacks of the lot and between the front and rear building lines of the dwelling. The area where boats and/or boat trailers and/or vehicles described in Section 13 herein below may be stored or located shall be enclosed with fencing or shrubbery so as to be hidden from view. Structural Fences shall be 6 feet or less in height and natural fence barriers shall not exceed 8 feet. Furthermore, such storage area for boats and/or boat trailers and/or vehicles described in Section 13 herein below shall be located such that the storage area is to the rear of the front face of any single family dwelling or garage.

12. No individual water supply system shall be permitted on any lot except solely for irrigation purposes or other non-domestic use. This provision shall be suspended and shall not be enforceable in any period or periods of time during which the central water supply system is not being operated to the satisfaction of the State Board of Health and/or in accordance with the terms and the intent of the Trust Deed, if any, governing its operation.

### 13. Vehicles and Parking.

1. Except as allowed in Section two (2) below, no truck; van; boat; recreational vehicle; motor home; camper; trailer; bus; all terrain vehicle or off-road vehicle; motorcycle; moped; dirt bike; go cart; three wheel motorized vehicle; or any commercial vehicle of any type; and other such motor vehicles; except four-wheel passenger automobiles; shall be placed, parked or stored upon the driveways within Juno Isles. The motorized vehicles described hereinabove may however be parked or stored in an area as provided for in Section 11. above.

#### 2. Exceptions to (1) above.

The following vehicles shall not be subject to the parking restrictions contained in Subsection (1) above, and shall be entitled to park subject to restrictions contained in Subsections (a) through (e) below:

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

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

c. Official emergency or police vehicles, regardless of classification.

d. Sport utility vehicles, pickup trucks, and other similar vehicles shall be permitted provided they do not exceed 22 feet and six inches in overall length and 7 feet in height (empty) and do not exceed two-axles and 4 wheels.

e. Certain vans which are permitted. Subject to that provided above, two-axle vans as defined below which do not exceed 22 feet and six inches in overall length as measured by the particular manufacturer, used solely for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and a window on each side of the vehicle adjacent to each of the two (2) rows of 6 seating; and which is registered in the particular state as a passenger station wagon or an equivalent; shall be permitted at any time within the confines of property within the Plats of Juno Isles.

### 3. Classifications and Definitions.

a. The most current edition of the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide shall determine the classification of whether a vehicle is in fact a sport utility vehicle, truck, or van, or whether same is a passenger automobile. If said Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of such Guide shall be discontinued, an equivalent shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder.

b. For purposes of this Paragraph, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes and/or any vehicle with lettering or graphics for commercial purposes. Notwithstanding the foregoing, the absence of lettering or graphics on a vehicle shall not determine whether it is a commercial vehicle.

## **PARAGRAPH V** **Approval of Plans and Locations of Structures**

1. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling, or adding the exterior thereof be made, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefore, including, front, side and rear elevations and floor plans for each floor and basement, and two plot plans indicating and fixing the exact location of such structures or such altered structure on the lot, with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by an Architectural Committee whose members shall:

A. The members of the Board of Directors of the Association shall appoint an Architectural Committee for the purposes hereinafter set forth in this section. The Architectural Committee shall consist of three (3) members.

B. Purpose of the Architectural Committee. The Architectural Committee shall provide for a systematic and uniform review of all proposed improvements and

construction of any type or nature whatsoever which would require the issuance of a permit pursuant to the provisions of any code or ordinance of the applicable local government having jurisdiction within property within the Plats of Juno Isles.

In the event of the resignation of any member or should a vacancy on the Architectural Committee otherwise occur, such vacancy shall be filled within thirty (30) days of such occurrence.

All additions and/or alterations to property within the plats of Juno Isles shall meet the minimum building code and/or other property development standards of the local government having jurisdiction. In addition, all proposed additions and/or alterations to property within the plats of Juno Isles shall also be approved by the Architectural Committee.

2. Such plans and specifications shall provide for the installation of concrete sidewalks four (4) feet in width and adequate approaches or turnouts, which shall meet the minimum standards required by Palm Beach County, Florida, and as revised or amended by said County from time to time. Such installation of sidewalks and approaches or turnouts shall be completed prior to occupation of the dwelling by its occupants.

3. No roof of any dwelling or outbuilding shall have a pitch of less than 3:12 and all roofs shall be of cement tile composition, provided however, that with the prior written consent of the Architectural Committee, outbuildings, porches and not more than twenty-five percent (25%) of the total living space of the dwelling may have a pitch or other composition as approved by the Architectural Committee.

4. Approval of plans, specifications and location of building by the Architectural Committee shall be endorsed on both sets of plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. An owner whose application is disapproved by the Architectural Committee shall have a right to appeal to the Board of Directors. The owner shall notify the Board of Directors of his/her appeal in writing, by certified mail, return receipt requested, within 10 days after the date of decision by the Architectural Committee. The Board of Directors shall convene a hearing on the owner's appeal not later than 30 days after receipt of owner's written notice of appeal. The Board of Directors will provide the owner with a written decision on the appeal not later than 10 days after the hearing date.

5. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

6. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall,

retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications, and plot plans theretofore approved by the Architectural Committee. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications and plot plans therefor, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee.

7. (a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of Paragraph V hereof unless notice to the property owners by certified mail to the contrary shall have been sent or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

8. Any member of the Architectural Committee may, after reasonable notice to the property owner and at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee which is under erection, construction or alteration to assure compliance or consistency with the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

9. The Board of Directors may grant variances to the provisions herein, provided:

- a) there are unique physical conditions including, but not limited to, irregularity, narrowness or shallowness of lot size or shape, and provided the hardship is due to such conditions, and not to circumstances created by the owner requesting the variance and provided the variance is not contrary to the general scheme of the community; and
- b) the Association gives written notice of the request to the owners of the properties adjacent to the property that is affected by the requested variance at least ten (10) days prior to the meeting at which the variance will be considered. Any variance given pursuant to this Paragraph shall be in writing and executed on behalf of the Architectural Committee and shall not in any manner operate to waive any of the terms or provisions of this Declaration for any purpose except under the specific circumstances stated in such written variance. No variance shall affect in any way the requesting party's obligation to comply with all governmental laws and regulations pertaining to any matter which is the subject of a variance, and no variance shall serve as a precedent for any future actions of the requesting party which are prohibited hereby or require the approval of the Architectural Committee hereunder or require the Architectural Committee to grant a variance to another party or with respect to a different Lot, regardless of similarity of such other matter to the circumstances under which the original variance was granted.

10. Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Committee's duties hereunder. Neither the Board of Directors nor the members of the Architectural Committee or any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of the construction performed pursuant thereto.

**PARAGRAPH VI**  
**Setbacks and Free Spaces of Buildings**

1. No building and no addition to any building and no structure or object shall be erected, placed or maintained nearer than thirty (30) feet to the front line of any lot contained in said subdivision.

2. In the case of corner lots, the front line shall be that line adjoining a street having a shorter dimension of any such lot as shown on said Plat.

3. No building and no addition to any building and no structure or object shall be erected, placed or maintained on any lot nearer than ten (10) feet to the side and twenty (20) feet to the back line of any lot. Screened enclosures may be erected and maintained within said side and rear setback areas provided and screened enclosures shall not be erected or maintained nearer than five (5') feet to the side or back line of any lot.

4. Swimming pools, the highest projection of which shall not exceed two (2') feet, outdoor fireplaces not to exceed six (6') in height, detached garages not more than one (1) story in height, and tiki huts, chickees, gazebos, and similar detached structures as defined in Sub-Paragraph 5 may be erected and maintained within said rear setback area provided such swimming pools, outdoor fireplaces, detached garages, and tiki huts, chickees, gazebos, and similar detached structures shall not be erected and maintained nearer than seven and one-half (7-1/2') feet to the rear line of any such lot.

5. Notwithstanding any provision in the Declaration to the contrary, tiki huts, chickees, gazebos, and similar detached structures as used in these covenants shall not exceed fourteen (14') feet in height, and one hundred ninety-six (196') square feet in total area. They shall have no permanent walls or screening and in the case of tiki huts and chickees, shall have roofs made of palm fronds.

6. Walls and fences not to exceed six (6) feet in height, and hedges shall not be subject to the foregoing setback restrictions. All walls and fences shall first be approved in writing by the Architectural Committee prior to erection. No fence and/or wall shall

extend beyond the front face of a dwelling. All fences shall have the finish side facing the adjacent property or be finished on both sides.

7. Anything in this Paragraph VI to the contrary notwithstanding, in the event one lot, or a portion thereof, and the whole or a portion of a contiguous lot, all in one ownership shall be used as one building site for one structure and its appurtenant outbuildings permitted by this Declaration, then while so owned and used, the side lines and the rear line of such site shall, for the purposes of this Paragraph VI, be deemed to be the side lot line and the rear lot line of such site.

## **PARAGRAPH VII**

### **Area Improvements and Construction Materials, Offsite Parking**

1. No single family dwelling house having a ground floor square foot area (exclusive of porches, terraces, porticoes and patios) of less than one thousand four hundred (1,400') square feet shall be erected, constructed or maintained upon any of the lots in said subdivision.

2. When a single garage is attached to the dwelling house, the required ground floor area may be reduced by one hundred (100') square feet.

3. When a double garage is attached to a dwelling house erected on said property, the required ground floor area may be reduced by one hundred fifty (150') square feet.

4. Unless and until written authorization shall be obtained from the Architectural Committee, no residence building, outbuilding, garage or other structure shall be constructed of any material except new material. No previously constructed structure shall be moved to said premises from another location.

5. No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house, in an enclosed outbuilding, or enclosed garage sufficient in size to store one (1) standard automobile, exclusive of a surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

## **PARAGRAPH VIII**

### **Lots**

No more than one dwelling lot shall be erected, constructed or maintained upon any one lot or upon any building site consisting of one or more lots, all of one lot and part of another or of contiguous parts of two lots which will form an integral lot of land suitable for use as a building site for a dwelling. No building site shall consist of less land than is contained in one of the lots in the block in which such site is located. No resubdivision shall be permitted except as aforesaid.

**PARAGRAPH IX**  
**Maintenance of Property**

1. Each owner shall maintain the exterior of his/her dwelling, its appurtenances, and landscaping associated therewith, including, but not limited to, grass, trees, shrubs, hedges, bushes, fences, walls, garages, driveways, swales and canals. All grass landscaping shall be neatly trimmed on a regular basis. Hedges, trees, shrubs, and bushes on one lot shall not be permitted to overhang or otherwise encroach upon an adjacent property owner's lot. Furthermore, each owner shall maintain and remove garbage, debris, or abandoned boats or other items from canals which are immediately adjacent to their lots.

2. All trash containers and contents thereof shall be stored in an area not visible from the streets.

3. No lot shall be used as a dumping ground for rubbish, trash, garbage, and debris, including, but not limited to, equipment, building materials or vehicle parts.

**PARAGRAPH X**  
**Streets, Easements, Reservations, Rights of Way, and Additional Restrictions**

1. No title to any land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

2. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any easements, reservations or rights of way, and easements, reservations or rights of way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Association, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

**PARAGRAPH XI**  
**Signs**

No signs, or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of such property except one sign of not more than five (5') square feet in area, advertising the property for sale or rent and signs used by a builder to advertise the property during construction and sales period, provided, however, that any such builder's sign shall be subject to approval by the Architectural Committee.

**PARAGRAPH XII**  
**Scope, Duration of Covenants, Restrictions,  
Reservations, Servitudes and Easements**

1. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each property owner within the plats of Juno Isles accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect until and unless amended.

2. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Association, the Architectural Committee, or by an owner of any lot in said property.

**PARAGRAPH XIII**  
**Modification and Annulment of Covenants,  
Restrictions, Reservations and Servitudes**

Any of the covenants, restrictions, reservations, and servitudes and easements contained in this Declaration, may be annulled, waived, changed, or modified by amendment to this Declaration upon the proposal of the Board of Directors, or individual property owners may propose an amendment provided the proposed amendment is supported by at least 20 other property owners as evidenced by a petition, in writing, signed and submitted to the Board of Directors prior to the first regularly scheduled meeting of the Board of Directors in August of any year. The Board shall mail a copy of any such proposed changes and any comments of the Board of Directors to all property owners prior to October 1 and thereafter such proposed changes shall be voted on at the annual meetings of the Association in November. The proposed amendment shall be effective if a majority of the owners who are present in person or by proxy at the annual meeting in November vote to adopt the proposed amendment. Thereafter, the amendment shall be recorded in the Official Records Book of Palm Beach County, Florida.

**PARAGRAPH XIV**  
**Subordination of Covenants, Restrictions,  
Reservations, Servitudes and Easements**

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or deed of trust in good faith and for value at any time heretofore or hereafter executed covering any part of said property, and the breach of any such covenants, restrictions,

reservations, servitudes and easements shall not defeat the lien or encumbrance of any such mortgage or deed of trust; provided, however, the purchaser at any foreclosure sale under any such mortgage or deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

**PARAGRAPH XV**  
**Violation of Covenants, Restrictions, Reservations,**  
**Servitudes and Easements**

A breach of violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Association and to the Architectural Committee, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof. The result of every act of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought to the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

**PARAGRAPH XVI**  
**Right to Enforce**

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Association, the Architectural Committee, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Association, the Architectural Committee, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided. In the event the Association finds it necessary to retain an attorney to enforce these covenants, the Association may recover its attorney fees incurred by it in enforcing its covenants, including the fees and costs of litigation.

**PARAGRAPH XVII**  
**Assignment of Powers**

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in Paragraph I hereof and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duties or obligations hereunder and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

**PARAGRAPH XVIII**  
**Marginal Notes and Headings of Paragraphs**

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

**PARAGRAPH XIX**  
**The Various Parts of this Declaration are Severable**

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

**PARAGRAPH XX**  
**Membership in the Association**

1. General. A person or entity shall become a member of the Association by having or acquiring fee simple ownership to any lot with property which is within the plats of Juno Isles. The membership shall continue until such time as the member transfers or conveys of record his interest, or his interest is transferred and conveyed by operation of law, at which time his membership with respect to the lot conveyed is also conveyed. The memberships shall be appurtenant to and may not be separated from ownership of a lot which is subject to this Declaration.

2. Assessments. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

1 General Assessments. General assessments shall be made annually for the purpose of maintenance and management of the Association. Expenses referred to herein as being included within the scope of general assessments shall include, but not be limited to, the cost and expense of: operation, maintenance and management of the Association; public liability insurance; legal and accounting fees; management fees; normal repairs and replacements; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against members or others; and all other expenses deemed by the Directors of the Association to be necessary and proper.

The Association shall annually estimate the expenses it expects to incur and may assess its members sufficient monies to meet this estimate. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each lot, assessed equally against the members of the Association. The Association shall be restricted to assessing an assessment of no more than \$60 per lot per year for the first five years following adoption of this amendment.<sup>1</sup> Thereafter, the assessment shall not be increased more than \$20 per year without the affirmative vote of 2/3 of the members of the Association who are present in person or by proxy at the annual meeting in November.

2. Special Assessments. The Board of Directors may also designate certain nonrecurring expenses as special assessments. Those items designated as special assessments shall be assessed equally against the members of the Association. The Association shall be restricted to assessing a special assessment of no more than \$10 per year per lot unless a proposed special assessment is approved by no less than 2/3 of the members of the Association who are present in person or by proxy at the annual meeting or at a meeting called specially for the purpose of considering a proposed special assessment.

<sup>1</sup>This sentence relates to the time period running from adoption of the Amended Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements affecting real property within the plats of Juno Isles Civic Association, Inc., recorded on December 31, 1990, in Official Records Book 6686, at Page 198, et seq., of the Public Records of Palm Beach County, Florida.

### 3. Effect of Non-Payment of Assessments.

1. Lien, Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, the assessment shall then become delinquent and shall, together with interest thereon and the cost of collection and attorneys' fees, become a continuing lien on the lot against which the assessment is made, and shall also be the continuing personal obligation of the owner against whom the assessment is levied. All benefits of Association membership may be terminated, at the option of the Board of Directors of the Association, if an owner's Association assessments are delinquent.

2. If an assessment is not paid within thirty days after the due date it shall bear interest at the rate of eighteen (18%) per annum from the due date until paid. The Association may, at any time after thirty (30) days, record a lien and thereafter bring an action to foreclose the lien against the lot owner and/or a suit on the personal obligation against the owner or owners. In the event the Association employs an attorney to collect the unpaid assessment, the lot owner shall be responsible for the reasonable attorney's fees and costs incurred by the Association in the collection of said assessments.

4. Subordination to Lien of Mortgages. The lien for assessment for which provision is herein made shall be subordinate to that lien of any Institutional Mortgagee. The assessment lien shall be subordinate to the lien of any mortgage securing a loan or loans made to the lot owner, whether a first mortgage or otherwise. The subordination shall apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination, provided, however, that such opinion shall have no effect upon the priority of a mortgage securing a loan or loans made to the lot owner.

IN WITNESS WHEREOF, Association has caused this Declaration to be executed this \_\_\_\_\_ day of January, 2010.

As to witnesses:

JUNO ISLES CIVIC ASSOCIATION, INC.

\_\_\_\_\_  
Witness Louis R Vilardo, President

By:\_\_\_\_\_

\_\_\_\_\_  
Witness Robert Bittenbinder, Secretary

Attest:\_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Louis R Vilardo, as President and Robert Bittenbinder, as Secretary of Juno Isles Civic Association, Inc., a Florida corporation not for profit, for and on behalf of the corporation. They are personally known to me.

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

(SEAL)