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DEC-01-1997 3:46pm 97-427433
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Property Appraisers Parcel Identification (Folio) Number(s):

THIS INSTRUMENT PREPARED BY
ALYS NAGLER DANIELS
GARY, DYTRYCH & RYAN, P.A.
701 U.S. ONE
NORTH PALM BEACH, FLA. 33408

FIRST AMENDMENT TO
ABACOA
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT ("Amendment") to ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 04 day of Nov, 1997, by Abacoa Development Company, a Delaware corporation ("Developer").

WHEREAS, Developer has recorded the ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in official Record Book 9739, Page 1629, of the Public Records of Palm Beach County, Florida ("Declaration"); and

WHEREAS, pursuant to Appendix Two - Developer's Rights and Obligations of the Declaration, Developer has the right to amend and modify the Declaration; and

WHEREAS, Developer intends to amend the Declaration as more fully described below, by recording this Amendment in the Public Records of Palm Beach County.

NOW, THEREFORE, pursuant to the powers reserved by Developer under the Declaration and in consideration of the premises and covenants herein contained, Developer hereby records this Amendment to the Declaration which will run with the land, as follows:

1. Any conflict between the Declaration and this Amendment shall be resolved in favor of this Amendment.
2. All reference to "sections" shall mean those described in the Declaration.
3. 3.6 [Adverse Actions in Property Use] is hereby amended and modified to read as follows (additional language is indicated by underline, and the deletions are indicated by ~~strikeouts~~):

3.6 [Adverse actions in Property Use]

No Titleholder (or their invitees or lessees) shall take any action or fail to take an action that actually or tends to Jeopardize property values or that otherwise might be detrimental to the Submitted Properties or to the well-being of Titleholders, or the Assembly. Declarations of Annexation may further define adverse actions, and the Board of Directors shall establish due process procedures for dealing with alleged adverse actions. As to any Real Property under the jurisdiction of a Neighborhood Board of Directors or District Board of Directors, the Board of Directors shall not

take any action under this section until notice is given to the Neighborhood Board of Directors or District Board of Directors, as applicable, requesting such applicable board of directors take action on the matter, except that in the event of an occurrence affecting the proper operation of the South Florida Water Management District or NPBCID surface water management system or the Town's drainage system, the compliance with Development Order (including but not limited to to the affordability housing requirements thereunder) or other emergency, no advance notice need be given the Neighborhood Board of Directors or District Board of Directors by the Board of Directors prior to the Board of Directors taking action to require the applicable Titleholder to correct the problem on the Assembly correcting the problem directly and Assessing the applicable Titleholders directly. Failure of the applicable Neighborhood Board of Directors or District Board of Directors to take action within 30 days of receipt of said notice from the Board of Directors shall result in the Board of Directors having the right to take action on the matter and directly assess the applicable Titleholder, Neighborhood Association or District Association, as applicable, for all fees and costs arising therefrom. Categories of adverse actions shall include failure to comply with any of the provisions of this section, failure to maintain one's Lot in accordance with community Codes, failure to comply with the drainage requirements of the South Florida Water Management District or NPBCID surface water management plan, as amended from time to time, failure to comply with the Town's drainage system plan, as amended from time to time, failure to maintain any and all requirements under the Development Order (including, but not limited to the affordable housing requirements), failure to maintain any Community Property located within a Neighborhood or District, if required by the Assembly, failure to maintain any Real Property owned, maintained, managed or otherwise in the custody of the Neighborhood Association or District Association in accordance with the standards required by the Assembly and/or any governmental agency having jurisdiction thereof, and actions that compromise the safety or comfort of Titleholders or their property through noxious practices or activities. Noxious activities include those that tend to offend people acoustically, olfactorily or visually according to standards provided for in the Governing Documents and according to common traditions as to acceptable social norms. The foregoing is not intended to detract from the essential individuality of each person, so long as a person's expression of Individuality is in compliance with the Governing Documents and does not encroach upon the comfort and rights of others and does not compromise the integrity of the Community. Notwithstanding anything to the contrary herein, any uses permitted in the Development order or MXD Ordinance shall automatically be deemed nonadverse and not noxious and shall be permitted under this section. The Assembly shall monitor and enforce the affordable housing requirements as set forth in the Development Order and In any District Association declaration and Neighborhood Association declaration (which declarations must be preapproved by Assembly). The Assembly has the absolute right to enforce all matters necessary to comply with the Development Order, including but not limited to the affordable housing requirements and the requirements under the District Association declarations and Neighborhood Association declarations.

4. 4. The following ARTICLE X AFFORDABLE HOUSING is hereby added to the Declaration (additional language is indicated by underline and the deletions are indicated by ~~strikeouts~~):

ARTICLE X
AFFORDABLE HOUSING

§10.1 Condition 137 of the Abacoa Development of Regional Impact (DRI) Development Order requires that certain Neighborhoods and Districts provide for a specific number of affordable housing units for a period of not less than five (5) years from the issuance of the certificate of occupancy for that unit. The Assembly shall be responsible for monitoring and enforcing the Abacoa DRI Development order requirements regarding affordable housing. The initial affordable housing unit cost of an affordable housing unit shall be approved by the Town of Jupiter. Thereafter, each subsequent purchaser of an affordable housing unit shall complete an affordability worksheet and submit said worksheet to the Assembly until the conclusion of the five (5) year affordability period.

§10.2 Application to Purchase an affordable fordable Housing Unit. Any purchaser of an affordable housing unit other than the initial purchaser from the Participating Builder, shall complete such affordability worksheet and affidavit as are established by the Town of Jupiter, to be maintained by the applicable Neighborhood Association and District Association and by the Assembly. For a period of five (5) years commencing March 1 of the year following the year that the initial certificate of occupancy was issued for an affordable housing Unit, and continuing annually on March 1 each year thereafter until a period of five (5) years has transpired between the date that the last affordable housing unit received its certificate of occupancy and March 1 of a subsequent year, the Neighborhood Associations and District Associations, as applicable, and the Assembly shall prepare and forward to the Town of Jupiter Community Development Department a report regarding all conveyances of affordable housing units, and copies of all affordability worksheets and affidavits prepared by any purchaser in connection with such conveyance. The Neighborhood Associations and District Associations, as applicable, and the Assembly shall maintain a separate file on each affordable housing unit containing all approval activity on the affordable housing unit for a period of five (5) years from and after the certificate of occupancy for such affordable housing unit.

§10.3 Procedure to Purchase or to Lease an Affordable Housing Unit. All sales and leases of affordable housing units shall be subject to the approval of the Assembly and the applicable Neighborhood Association or District Association. The maximum sales price of an affordable housing unit to purchase an affordable housing unit shall be calculated annually by the Assembly and the applicable Neighborhood Association or District Association by completing the applicable worksheets prepared by the applicable Participating Builder subject to the consent and agreement of the Town of Jupiter. In order to qualify to purchase an affordable housing unit, the prospective purchaser or tenant shall comply with the requirements for conveyances set forth herein and in the applicable Neighborhood declaration or District declaration; shall complete the required affordability worksheet and affidavits; and shall submit such materials to the applicable Neighborhood Association or District Association and to the Assembly. The prospective seller and purchaser of an affordable housing unit shall complete and execute affidavits which shall state the true and correct purchase price for the affordable housing unit, shall deliver same to the applicable Neighborhood Association or District Association and to the Assembly.

§10.4 Misrepresentations. In all sales of an affordable housing unit, excepting only the initial purchasers from the Participating Builder, if the applicable Neighborhood Association or District Association, the Assembly or the Town determine at any time that a purchaser a seller of an affordable housing unit misrepresented either intentionally or negligently the sales price of an affordable housing unit, then the applicable Neighborhood Association or District Association, or the Assembly acting on its own, or upon the request of the Town shall have the right to void the transaction. All costs and fees, including, without limitation, all attorneys fees whether or not a cause of action be filed, and at all trial and appellate levels which may accrue to the Neighborhood Association or District Association, as applicable, to the Assembly or to the Town of Jupiter as a result of voiding such a transaction shall be paid by the seller and purchaser, jointly and severally of the applicable affordable housing Unit. If the seller and purchaser, jointly and severally of the applicable affordable housing unit refuse or fail to pay the cost and fees accruing to the Neighborhood Association or District Association, as applicable, to the Assembly or to the Town of Jupiter in connection with voiding such a transaction, the Neighborhood Association or District Association, as applicable, or the Assembly shall have the right to lien the applicable affordable housing unit in an amount to such cost and fees accruing to the Neighborhood Association or District Association, as applicable, and the Assembly. This assessment and the collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights applicable Neighborhood Association or District Association and lien rights of the the Assembly.

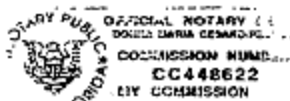
5. Except as specifically modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 24th day of November, 1997.

ABACOA DEVELOPMENT COMPANY,
a Delaware corporation
By: Nader G.M. Salour
Nader G.M. Salour, as Pres.

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

The foregoing instrument was acknowledged before me this 24th day of November, 1997 by Nader G.M. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.



Donna M. Casero-Penque
NOTARY PUBLIC
PRINT/STAMP/TYPED NAME: Donna M. Casero-Penque
COMMISSION EXPIRES: 5/27/99
COMMISSION NUMBER: CC 448622