

This Instrument Prepared by
and to be returned to:

Paul C. Wolfe, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
505 S. Flagler Drive, Suite 1100
P.O. Drawer E
West Palm Beach, FL 33402-3475

NOV-14-1989 04:10pm 89-327726

ORB 6260 Pg 1280

AMENDMENT NO. 1 TO THE BY-LAWS
OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the By-Laws of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. are Exhibit "B" to the Casseekey Island at Jonathan's Landing Declaration of Covenants and Restrictions, as recorded in Official Record Book 5878, at Pages 1889 through 1922, inclusive, Public Records of Palm Beach County, Florida; and

WHEREAS, Article IX, Amendments to the By-Laws, provides that the By-Laws may be amended by the Board of Directors prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendment:

NOW, THEREFORE, the By-Laws of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., are hereby amended as follows:

1. Section 4. of Article IX is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 4. Quorum. The presence in person or by proxy of a majority of the Owners entitled to vote shall constitute a quorum. The term "majority" of the Owners entitled to vote shall mean voting members holding in excess of fifty percent (50%) of the votes.

2. The third paragraph of Article VII.4(b) is hereby deleted in its entirety and the following is substituted in lieu thereof:

Special assessments shall be levied by the Board of Directors in the same manner as general assessments (as set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions) and shall be due and collectible in such manner as the Board of Directors shall determine.

3. In the first sentence of the fourth paragraph of Article VII.4(b), the words "and approved" are hereby deleted.

4. The following sentence is hereby added to Article VII.4(d):

The Board of Directors may, but shall not be required to, include funds for reserves in the budget for any fiscal year.

Except for the Amendments hereinabove set forth, the recorded By-Laws of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., and all of their terms, conditions, provisions, agreements and covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of the Corporation has executed this Amendment No. 1 to the By-Laws of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. this 9th day of November, 1989.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.

Robert W. Kiskaddon, Director

Robert M. Winter, Director

Craig L. Combs, Director

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT W. KISKADDON, ROBERT M. WINTER, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 9th day of November, 1989.

Frederica Fichel Notary Public

My commission expires



THIS INSTRUMENT PREPARED BY:
✓ LEVINE, FRANK & EDGAR, P.A.
3300 PGA Blvd., Suite 500
Palm Beach Gardens, FL 33410
(407) 628-4700

JUN-04-1996 11:51am 96-192434
ORB 9291 Pg 595
JUN 04 11 51 AM '96

**CERTIFICATE OF THE FIRST AMENDMENT TO THE BY-LAWS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the By-Laws for Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. were recorded in Official Record Book 5878, Page 1911, Public Records of Palm Beach County, Florida;

WHEREAS, Article IX of the By-Laws provide that the By-Laws may be amended by the approval of the majority of the voting interests of the membership of the Association voting at an owners meeting.

WHEREAS, at an owners meeting on FEBRUARY 19, 1996, a majority of the voting interests of the membership of the Association voting at the meeting approved the amendment to the By-Laws in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, this Certificate and the amendment shall be recorded in the Public Records of Palm Beach County, Florida;

NOW, THEREFORE, the By-Laws are hereby amended in the particulars as stated in the attachment to this Certificate; the amendment shall run with the real property known as Casseekey Island at Jonathan's Landing and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the amendment attached to this Certificate have been approved by the votes required by the By-Laws.

DATED this 29 day of May, 1996.

WITNESSES:

CASSEEKEY ISLAND AT JONATHAN'S
LANDING HOMEOWNERS' ASSOCIATION, INC.

Sign: [Signature]

By: Sign: [Signature]

President

Print: MARK HARRISON

Print: W. ALLEN HARRISON

Sign: [Signature]

Print: DIANA L. REED

Sign: [Signature]

Print: [Signature]

Sign: [Signature]

Print: DIANA L. REED

Current Address: 3200 PILOTS POINTE CIRCLE
JUPITER, FL 33477

By: Sign: [Signature]
Secretary

Print: IRA STERN

Current Address: 16125 PORT ROYAL CIRCLE
JUPITER, FL 33477

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I HEREBY CERTIFY that on this 29 day of May, 1996, before me personally appeared W. Alton Harrison President, and Ira Stern, Secretary of CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at _____ in the County of Palm Beach, State of Florida, the day and year last aforesaid.

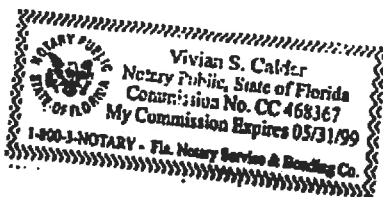
NOTARY PUBLIC:

Sign: Vivian S Calder

Print: Vivian S. Calder

State of Florida at Large (Seal)

My commission expires: 5-31-99



Original Notary

EXHIBIT "1"

**AMENDMENT TO THE BY-LAWS
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

-
1. **The first sentence of Article IV, Section 1 of the By-Laws shall be amended to read as follows:**

"Section 1. ~~Time.~~ The annual members' meeting shall be held at ~~3:00 p.m. on the third Monday in February~~ of such place and on such date and at such time between February 1 and March 31 inclusive each year as the Board shall determine for the purpose of electing Directors and transacting any other business authorized to be transacted by the members."

NOTICE: THIS AMENDMENT SHALL BE EFFECTIVE WHEN APPROVED BY THE MEMBERSHIP AND RECORDED IN THE PUBLIC RECORDS. EXCEPT AS AMENDED ABOVE, THE BY-LAWS SHALL REMAIN IN FULL FORCE AND EFFECT.

Certified
copy

This Instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

**FIRST CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED %Dickinson Management, Inc., 400 Toney Penna Drive, Jupiter, FL 33458 certifies that Article IV, entitled "Directors" (page 4), of the Bylaws of Casseekey Island Dock Condominium Association, Inc., which are an exhibit to the Casseekey Island Dock Condominium Declaration of Condominium, recorded on February 1, 1999 in Official Records Book 5954 at page 815 of the Public Records of Palm Beach County, Florida has been amended as set forth in Exhibit "A" attached hereto.

Dated this 30 day of August, 1999.

Witnessed by:

Casseekey Island Dock Condominium Association, Inc.

Kathy Jacobs
PRINT NAME: KATHY JACOBS

By: Donald Barhyte
DON BARHYTE, President

Vivian Calder
PRINT NAME: VIVIAN CALDER

By: William D. Graham
BILL GRAHAM, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of August, 1999 by DON BARHYTE, the President of Casseekey Island Dock Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Dolores E. Flann
PRINT NAME: DOLORES E. FLANN
Notary Public, State of Florida
Serial Number:
My commission expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of August, 1999 by BILL GRAHAM, the Secretary of Casseekey Island Dock Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Dolores E. Flann
PRINT NAME: DOLORES E. FLANN
Notary Public, State of Florida
Serial Number:
My commission expires:

P:\WF51\FORMS\AMEND\04931AMD.BYL

**EXHIBIT 'A' TO THE FIRST CERTIFICATE OF AMENDMENT TO
THE BYLAWS OF CASSEEKEY ISLAND DOCK CONDOMINIUM, INC.**

The Association's Bylaws, Article IV entitled "Directors", Section 1 entitled "Number, Term and Qualification" (page 4), shall be amended as follows (The language added is underlined; the language deleted is struck out):

The affairs of the Association shall be governed by a Board of Directors composed of three ~~five (5)~~ persons.

(a) All Directors shall be members of the Association; provided, however, that the provisions of Section 11 of this Article IV of these By-laws shall govern this Section, and for as long as the Developer holds five (5%) percent of the Units for sale in the ordinary course of business, it shall be entitled to elect no less than one (1) member of the Board of Directors. ~~All Directors other than those entitled to be elected by Unit Owners as provided in these By-laws shall be designated by the Developer and need not be members nor own any Units in the Condominium.~~

(b) All officers of a corporate Unit Owner shall be deemed to be members of the Association so as to qualify to be a Director herein.

(c) Directors shall serve staggered terms of three years at the first annual meeting following the turnover of control of the Association, five (5) Directors will be elected one (1) for a term of one (1) year (Class I), two (2) for a term of two (2) years (Class II), and two (2) for a term of three (3) years (Class III). Successor terms for each Class of Director shall be for a term of three (3) years, and the first Board of Directors shall be three (3) in number, notwithstanding the first sentence of this Section 1. At the first directors' meeting following the adoption of this amendment, the directors by unanimous agreement shall determine which shall serve until the next annual members' meeting scheduled for the year 2000, which shall serve until the 2001 annual members' meeting and which shall serve until the 2002 annual members' meeting; however, if unanimous agreement is not possible, then this determination shall be by random lot.

This Instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

**FIRST CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED %Dickinson Management, Inc., 400 Toney Penna Drive, Jupiter, FL 33458 certifies that Article IV, entitled "Directors" (page 4), of the Bylaws of Casseekey Island Dock Condominium Association, Inc., which are an exhibit to the Casseekey Island Dock Condominium Declaration of Condominium, recorded on February 1, 1999 in Official Records Book 5954 at page 815 of the Public Records of Palm Beach County, Florida has been amended as set forth in Exhibit "A" attached hereto.

Dated this 30 day of August, 1999.

Witnessed by:

Casseekey Island Dock Condominium Association, Inc.

Kathy Jacobs
PRINT NAME: KATHY JACOBS

By: Donald Barhyte
DON BARHYTE, President

Vivian Calder
PRINT NAME: VIVIAN CALDER

By: William D. Graham
BILL GRAHAM, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of August, 1999 by DON BARHYTE, the President of Casseekey Island Dock Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Dorothy E. Flamm
PRINT NAME: DOROTHY E. FLAMM
Notary Public, State of Florida
Serial Number:
My commission expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of August, 1999 by BILL GRAHAM, the Secretary of Casseekey Island Dock Condominium Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Dorothy E. Flamm
PRINT NAME: DOROTHY E. FLAMM
Notary Public, State of Florida
Serial Number:
My commission expires:

P:\WF51\WORKS\MEMO\00931AND.BYL

Dorothy E. Flamm
My Commission CC080524
Expires December 28, 2001

**EXHIBIT 'A' TO THE FIRST CERTIFICATE OF AMENDMENT TO
THE BYLAWS OF CASSEEKEY ISLAND DOCK CONDOMINIUM, INC.**

The Association's Bylaws, Article IV entitled "Directors", Section 1 entitled "Number, Term and Qualification" (page 4), shall be amended as follows (The language added is underlined; the language deleted is struck-out):

The affairs of the Association shall be governed by a Board of Directors composed of three ~~five (5)~~ persons.

(a) All Directors shall be members of the Association; provided, however, that the provisions of Section 11 of this Article IV of these By-laws shall govern this Section, and for as long as the Developer holds five (5%) percent of the Units for sale in the ordinary course of business, it shall be entitled to elect no less than one (1) member of the Board of Directors. ~~All Directors other than those entitled to be elected by Unit Owners as provided in these By-laws shall be designated by the Developer and need not be members nor own any Units in the Condominium.~~

(b) All officers of a corporate Unit Owner shall be deemed to be members of the Association so as to qualify to be a Director herein.

(c) ~~Directors shall serve staggered terms of three years at the first annual meeting following the turnover of control of the Association, five (5) Directors will be elected one (1) for a term of one (1) year (Class I), two (2) for a term of two (2) years (Class II), and two (2) for a term of three (3) years (Class III). Successor terms for each Class of Director shall be for a term of three (3) years, and the first Board of Directors shall be three (3) in number, notwithstanding the first sentence of this Section 1. At the first directors' meeting following the adoption of this amendment, the directors by unanimous agreement shall determine which shall serve until the next annual members' meeting scheduled for the year 2000, which shall serve until the 2001 annual members' meeting and which shall serve until the 2002 annual members' meeting; however, if unanimous agreement is not possible, then this determination shall be by random lot.~~



Prepared by and return to:
 Louis Caplan, Esquire
 Sachs, Sax & Klein, P.A.
 301 Yamato Road, Suite 4150
 Boca Raton, FL 33431

12/05/2001 15:08:28 20010538076
 OR BK 13155 PG 0439
 Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT
 TO THE
 ARTICLES OF INCORPORATION
 AND THE BYLAWS OF
 CASSEEKEY ISLAND AT JONATHAN'S LANDING
 HOMEOWNERS ASSOCIATION, INC**

I HEREBY CERTIFY that the amendment attached hereto as Exhibit "A" to this Certificate was duly adopted as an amendment to the Articles of Incorporation of Casseekey Island at Jonathan's Landing Homeowners Association, Inc. Further, the amendment attached hereto as Exhibit "B" to this Certificate was duly adopted as an amendment to the Bylaws of Casseekey Island at Jonathan's Landing Homeowners Association, Inc. The original Casseekey Island at Jonathan's Landing Declaration of Covenants and Restrictions, the Articles of Incorporation and the Bylaws of the Association, are recorded commencing at Official Records Book 5878, at Page 1889, in the Public Records of Palm Beach County, Florida.

DATED this 6 day of November, 2001.

WITNESSES:

**CASSEEKEY ISLAND AT JONATHAN'S LANDING
 HOMEOWNERS ASSOCIATION, INC.**

Signature

Print Name

Signature

Print Name

By:

James Adams, President

By:

Gus Buonaiuto, Secretary

STATE OF FLORIDA)

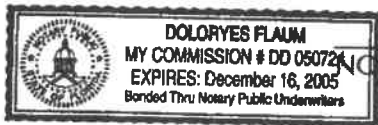
) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6 day of November 2001, by James Adams, as President, and Gus Buonaiuto, as Secretary, of Casseekey Island at Jonathan's Landing Homeowners Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: _____

(SEAL)



NOTARY PUBLIC, State of Florida at Large

Schedule "A"

**AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS ASSOCIATION, INC.**

The original Articles of Incorporation for Casseekey Island at Jonathan's Landing Homeowners Association, Inc., is recorded in Official Records Book 5878, at Page 1902, in the Public Records of Palm Beach County. The original Casseekey Island at Jonathan's Landing Declaration of Covenants and Restrictions is recorded in Official Records Book 5878, at Page 1889, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Amendment to the Articles of Incorporation of Casseekey Island at Jonathan's Landing Homeowners Association, Inc., deleting Article VI.D, in its entirety and replacing it as follows:

D. Qualifications for Directors shall be as determined in the Bylaws.

12
110
a
Certified
copy

Schedule "B"

**AMENDMENT
TO THE BYLAWS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS ASSOCIATION, INC.**

The original Bylaws for Casseekey Island at Jonathan's Landing Homeowners Association, Inc., is recorded in Official Records Book 5878, at Page 1913, in the Public Records of Palm Beach County. The original Casseekey Island Declaration of Covenants and Restrictions is recorded in Official Records Book 5878, at Page 1889, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Amendment to the Bylaws of Casseekey Island at Jonathan's Landing Homeowners Association, Inc., deleting Article V, Section 1, in its entirety and replacing it as follows:

Section 1. Number, Term and Qualifications. The affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons. Directors shall be members of the Corporation, except that, for the purposes of this provision, and to be qualified as a Director, a member of the Corporation shall be defined as follows:

1. When a Lot is owned by an individual, that Lot Owner's husband or wife shall be considered a member for the purpose of being a Director;
2. When a Lot is owned by a Corporation, trust, partnership, or other legal entity, the person designated in a written certificate executed by an Officer, partner or trustee of the Corporation, partnership, trust, or other legal entity, which certificate is filed with the Secretary of the Corporation, shall be a member for the purpose of being a Director.

The term of each Director's service shall be one (1) year and shall extend to the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner provided for below.

Prepared by and return to:
Louis Caplan, Esquire
Sachs, Sax & Klein, P.A.
301 Yamato Road, Suite 4150
Boca Raton, FL 33431

10/24/2002 15:32:34 20020562992
OR BK 14311 PG 0461
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
AND THE BYLAWS OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC**

I HEREBY CERTIFY that the amendment attached hereto as Exhibit "A" to this Certificate was duly adopted as an amendment to the Articles of Incorporation of Casseekey Island Dock Condominium Association, Inc. Further, the amendment attached hereto as Exhibit "B" to this Certificate was duly adopted as an amendment to the Bylaws of Casseekey Island Dock Condominium Association, Inc. The original Casseekey Island Dock Condominium Declaration of Condominium is recorded in Official Records Book 5954, at Page 815, in the Public Records of Palm Beach County, Florida.

DATED this 9th day of March, 2001.

WITNESSES:

CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

Linda Lee Williams
Signature
Linda Lee Williams
Print Name

By: *Bill Graham*
Bill Graham, President

Judy Beck
Signature
Judy Beck
Print Name

Phillip Taylor
Phillip Taylor, Secretary

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

The foregoing instrument was acknowledged before me this 9th day of March, 2001, by Bill Graham, as President, and Phillip Taylor, as Secretary, of Casseekey Island Dock Condominium Association, Inc., who are Personally Known or Produced Identification .

Type of Identification Produced: _____
Dolores Flaum
NOTARY PUBLIC, State of Florida at Large

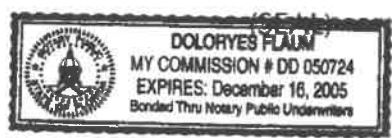


Exhibit "A"

**AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.**

The original Casseekey Island Dock Condominium Association, Inc. Declaration of Covenants and Restrictions is recorded in Official Records Book 5954, at Page 815, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Amendment of the Articles of Incorporation of Casseekey Island Dock Condominium Association, Inc., amending Article V, Section 5.1, as follows:

Section 5.1. The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws of the Association, but not less than ~~three (3) Directors~~, and in the absence of such determination, the Board will consist of ~~five (5) Directors~~. ~~Directors appointed by the Developer need not be members of the Association.~~

Exhibit "B"

**AMENDMENT
TO THE BYLAWS OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.**

The original Casseekey Island Dock Condominium Association, Inc. Declaration of Covenants and Restrictions is recorded in Official Records Book 5954, at Page 815, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Amendment to the Bylaws of Casseekey Island Dock Condominium Association, Inc., deleting Article IV, as amended, in its entirety and replacing it as follows:

Section 1. ~~Number, Term and Qualifications.~~ The affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons. Directors shall be members of the Corporation, except that, for the purposes of this provision, and to be qualified as a Director, a member of the Corporation shall be defined as follows:

1. When a Lot is owned by an individual, that Lot Owner's husband or wife shall be considered a member for the purpose of being a Director;
2. When a Lot is owned by a Corporation, trust, partnership, or other legal entity, the person designated in a written certificate executed by an Officer, partner or trustee of the Corporation, partnership, trust, or other legal entity, which certificate is filed with the Secretary of the Corporation, shall be a member for the purpose of being a Director.

The terms of Directors shall be staggered terms, resulting from the first election of Directors after turnover of the Association from the control of the Developer to the control by the Lot Owners. Successive terms of each Director shall be three (3) years and shall extend to the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner provided for below.

COPY



This instrument was prepared by and return to:
PETER C. MOLLENGARDEN, ESQUIRE
Rosenbaum Mollengarden PLLC
250 S. Australian Avenue - 5th Floor
West Palm Beach, FL 33401
(W-C 195)

CFN 20160099763
OR BK 28181 PG 0556
RECORDED 03/23/2016 15:59:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0556 - 557; (2pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 5878 at Page 1889 et. seq.;

WHEREAS, the By-Laws of CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation are attached to the Declaration and recorded therewith;

WHEREAS, at a duly called and noticed meeting of the membership of the Association, held on February 12, 2016, the aforementioned amendment to the By-Laws was approved by the membership pursuant to the provisions thereof; and

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the By-Laws is a true and correct copy of the amendment as amended by the Board of Directors and membership:

(See Attached Amendment to By-Laws)

**CASSEEKEY ISLAND AT JONATHAN'S
LANDING HOMEOWNERS' ASSOCIATION,
INC.**

WITNESS NO. 1

Ch. King II
Witness

CHESTER A KING II
(PRINT NAME)

By: Stuart B Robinson
President

STUART B ROBINSON
(PRINT NAME)

WITNESS NO. 2

Stephen J. Chuilli
Witness

Stephen J. Chuilli
(PRINT NAME)

Attest: Charles F. Ehlers
Secretary

CHARLES F. EHLERS
(PRINT NAME)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 29th day of February, 2016, by Stuart Robinson and Charles Ehlers, as President and Secretary, respectively, of CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced his Driver License as identification and did take an oath.

Kimberly Hurst (Signature)
Kimberly Hurst (Print Name)

Notary Public, State of Florida at Large



2532693

**AMENDMENT TO THE BY-LAWS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strike-through~~")

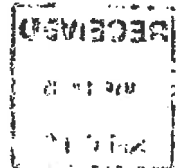
1. Article V, Section 1, of the By-Laws shall be amended as follows:

Section 1. Number, Term and Qualifications. The affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons. Directors shall be members of the Corporation, except that, for the purposes of this provision, and to be qualified as a Director, a member of the Corporation shall also be defined as follows:

1. When a Lot is owned by an individual, that Lot Owner's husband or wife shall be considered a member for the purpose of being eligible to be a Director;

2. When a Lot is owned by a Corporation, trust, partnership, or other legal entity, the person designated in a written certificate executed by an Officer, partner or trustee of the Corporation, partnership, trust or other legal entity, which certificate is filed with the Secretary of the Corporation, shall be eligible to be a Director.

The term of each Director's service shall be one (1) year and shall extend to the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner provided for below.





CFN 20170112033

OR BK 28985 PG 1249
RECORDED 03/31/2017 15:09:56
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pss 1249 - 1267; (19PSS)

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF CASSEEKEY ISLAND AT JONATHAN'S LANDING
AND BY-LAWS AND ARTICLES OF INCORPORATION FOR CASSEEKEY ISLAND AT
JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Casseekey Island at Jonathan's Landing, has been duly recorded in the Public Records of Palm Beach County, Florida in Official Record Book 5878 at Page 1889; and

WHEREAS, the By-Laws and Articles of Incorporation for Casseekey Island at Jonathan's Landing Homeowners Association, Inc. are attached as exhibits thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Casseekey Island at Jonathan's Landing Homeowners Association, Inc., a Florida not-for-profit corporation, held February 16, 2017, recessed to and reconvened on March 18, 2017, the aforementioned Declaration, By-Laws and Articles of Incorporation were amended pursuant to the provisions of said Declaration, By-Laws and Articles of Incorporation.


NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, By-Laws and Articles of Incorporation are a true and correct copy of the amendments as amended by the membership.

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 20 day of MARCH, 2017, at Jupiter, Palm Beach County, Florida.

**CASSEEKEY ISLAND AT JONATHAN'S
LANDING HOMEOWNERS ASSOCIATION, INC.**



Witness
Courtney Houston

(PRINT NAME)

By: 

Stuart Robinson, President



Jonathan Houston
Witness
Courtney Houston
(PRINT NAME)

Attest Raymond Stumberger
Raymond Stumberger, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20 day of MARCH 2017, by Stuart Robinson and Raymong Stumberger, as President and Secretary, respectively, of Casseekey Island at Jonathan's Landing Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Lisa M. Berry (Signature)

LISA M. Berry (Print Name)
Notary Public, State of Florida at Large



AMENDMENTS TO THE ARTICLES OF INCORPORATION OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "strikeout")

* * *

ARTICLE IX
Indemnification

~~Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably 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 or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.~~

A. Indemnity. To the fullest extent permitted by Florida law:

(1) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against any liability incurred in connection with such proceeding.

(2) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against any liability incurred in connection with such proceeding.

(3) The foregoing indemnity shall also include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

B. Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

C. Inclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

D. Recovery of Expenses. Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by or on behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

E. Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

F. Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

AMENDMENTS TO THE BY-LAWS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

* * *

ARTICLE III
Membership and Voting Provisions

* * *

~~Section 4. Quorum. There shall be no quorum requirements for meetings of the membership. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the voting interests of the Association at a meeting of the membership shall constitute a quorum.~~

Section 5. ~~Proxies~~ Voting Procedure. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary of the Corporation prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Members may also vote by written agreement in lieu of a meeting in the manner provided by Florida law.

* * *

ARTICLE IV
Meeting of the Membership

* * *

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least ~~five (5)~~ fourteen (14) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Corporation.

Section 4. Special Meetings. Special Meetings of the members for any purpose may be called by the President, and must be called by the President at the request in writing of a majority of the Board of Directors, or at the request in writing of ~~ten-twenty-five percent (4025%)~~ of all members, which request shall state the purpose of the proposed meeting, Business transacted at all such meetings shall be confined to the subjects stated in the notice thereof.

~~Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if two thirds (2/3) of all the members who would have been entitled to vote upon the action if such meeting were held shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.~~

~~Section 6. Proviso. Notwithstanding any of the provisions herein, until the conveyance of record fee title by warranty deed or otherwise of all of the Lots in CASSEEKEY ISLAND by Jonathan's Landing, Inc., hereinafter called the Declarant, there shall be no annual or special meeting of the members of the Corporation, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Corporation. However, the Declarant may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth herein.~~

~~Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the month after the conveyance by the Declarant of record fee title by warranty deed or otherwise of all the Lots in CASSEEKEY ISLAND.~~

ARTICLE V Directors

~~Section 1. Number, Term and Qualifications. The affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons. Directors shall be members of the Corporation, except that, for the purposes of this provision, and to be qualified as a Director, a member of the Corporation shall also be defined as follows:~~

~~1. When a Lot is owned by an individual, that Lot Owner's husband or wife shall be eligible to be a Director;~~

~~2. When a Lot is owned by a Corporation, trust, partnership, or other legal entity, the person designated in a written certificate executed by an Officer, partner or trustee of the Corporation, partnership, trust or other legal entity, which certificate is filed with the Secretary of the Corporation, shall be eligible to be a Director.~~

~~The term of each Director's service shall be one (1) year and shall extend to the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner provided for below.~~

~~Section 2. First Board of Directors. The First Board of Directors of the Corporation, who shall hold office and serve until the first meeting of members and until their successors have been elected and qualified, shall consist of the following:~~

~~Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477~~

~~Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477~~

~~Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477~~

~~Section 32. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Corporation shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.~~

~~Section 43. Removal of Directors. Directors may only be removed prior to the expiration of their term in the manner provided in the Articles of Incorporation. Recall. Any member of the Board may be recalled and removed from office in the manner provided in the Act.~~

~~Section 54. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.~~

~~Section 65. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignations shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his Lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own another Lot. No members shall continue to serve on the Board should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment, and said delinquency is confirmed by the Board of Directors.~~

~~Section 76. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of meetings~~

~~shall state the purpose of the meeting.~~ Regular Meetings. Regular meetings of the Board shall be noticed and conducted in the manner required by the Act.

Section 7. Special Meetings. Special meetings of the Board shall be notice and conducted in the manner required by the Act.

~~Section 10. Proviso.~~ Notwithstanding any provisions contained herein, until conveyance of record fee title by warranty deed or otherwise of all of the Lots in CASSEEKEY ISLAND by the Declarant, the Directors named in the Articles of Incorporation or their successors, as shall be designated by the Declarant, need not be members and may not be removed by the members of the Corporation.

~~Section 1410.~~ Powers and Duties. . . .

ARTICLE VI
Officers

~~Section 9. First Officers.~~ The Officers of the Corporation, who shall hold office and serve until the first election of Officers by the first Board of Directors of the Corporation following the first meeting of members and pursuant to the terms of these By Laws, are as follows:

~~President: Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477~~

~~Vice President: Robert W. Kiskadden
17290 Jonathan Drive
Jupiter, Florida 33477~~

~~Secretary/Treasurer: Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477~~

ARTICLE VII
Finances and Assessments

~~Section 1. Depositories.~~ The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall

~~be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.~~

~~Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Corporation, and any contractor handling or responsible for Corporation funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Corporation. The bonds shall be in an amount as determined by the Board of Directors.~~

~~Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the First day of January of each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.~~

~~Section 4. Determination of Assessments.~~

~~(a) General Assessments. The Board of Directors has the power to, and shall, fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Corporation.~~

~~The purposes and the basis of general assessments are set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.~~

~~General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for his pro-rata share of any deficits. Notice of all changes in assessments shall be given to all members. When the Board of Directors has determined the amount of any general assessment, the Secretary shall submit a statement of such assessment to each member. Such notice shall state the date when said assessment is due, and thereafter said assessment shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. General assessments shall be paid by the members in advance on a quarterly basis. General assessments shall be payable at the office of the Corporation.~~

~~(b) Special Assessments. The Board of Directors has the power to fix and determine special assessments from time to time.~~

~~The purposes and basis of special assessments are set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.~~

~~Special assessment shall be levied by the Board of Directors in the same manner as general assessments (as set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions) and shall be due and collectible in such manner as the Board of Directors shall determine.~~

~~Special assessments, when authorized, may be made upon projections and estimates of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member for his pro-rata share of any deficits. Notice of all changes in special assessments shall be given to all members. When the Board of Directors has determined the amount of any special assessment, the Secretary shall submit a statement of special assessment to each member. Such notice shall state the date upon which the assessment is due, and thereafter said assessment shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. Special assessments shall be payable at the office of the Corporation.~~

~~(c) Individual Assessments. Pursuant to the Corporation's power and authority to enforce the covenants, restrictions, rules and regulations as set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, the Board of Directors has the power to separately assess individual members. The Secretary shall submit a statement of such assessment to the member involved, and said assessment shall be due and payable within thirty (30) days after receipt of the statement and thereafter shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. Individual assessments are payable at the office of the Corporation.~~

~~(d) Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses, including a reasonable allowance for contingencies; betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Corporation property; and operations, the amount of which may be to provide working funds to meet losses.~~

~~The Board of Directors may, but shall not be required to, include funds for reserves in the budget for any fiscal year.~~

~~Section 5. Commingling of Funds. All sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.~~

~~Section 6. Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon~~

~~notice thereof to the member, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice.~~

~~The accelerated total assessment shall be due and payable at the office of the corporation within thirty (30) days after notification in writing to the member by the Board of Directors, and thereafter shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid.~~

~~In the event it become necessary to bring legal proceedings to collect the accelerated assessment and interest thereon, the Board of Directors shall be entitled to recover reasonable attorneys' fees and all costs of any proceedings from the member, including those related to appellate review.~~

~~Section 7. Lien. Each of the Lots and the respective Units constructed thereon within CASSEEKEY ISLAND is automatically made subject to a lien and permanent charge in favor of the Corporation for general assessments, special assessments and individual assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon, and a continuing lien on, the Lot and Unit to which such assessments relate, and such permanent charge and lien shall bind such Lot and Unit in the hands of any and all persons.~~

~~In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Secretary of the Corporation shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared, for execution by the President of the Corporation, a Notice of Lien to be filed with the Clerk of the Circuit Court for Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any assessment continues to remain in default, the Corporation may pursue its remedies at law or in equity.~~

~~Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to the foreclosure of the mortgage. Such subordinated assessments shall be deemed to be a corporation expense and shall be assessed against all the Lot Owners, including the acquirer of title at such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.~~

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer(s) as may be designated by the Board. All withdrawals of funds must be approved and signed by two (2) authorized officers of the Association unless otherwise determined by the Board of Directors.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

Section 3. Determination of Assessments.

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Owners for their share of the Common Expenses set forth in the budget for the Association. Funds for the payment of Common Expenses shall be assessed against Owners as provided in the Declaration. Assessments shall be payable not less frequently than quarterly and shall be due on the first day of each quarter or month unless otherwise ordered by the Board. Assessments shall be made against Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If the Board determines that the annual budget is not sufficient to meet the Association's expenses, the Board may adopt an amended budget, as necessary, and make any additional assessments payable on such terms as the Board determines to be necessary. Special Assessments, if necessary, shall be levied in the manner provided in the Act and shall be payable in the manner determined by the Board. All funds due under these By-Laws and the Declaration are Common Expenses. Any reserves included in the budget shall not be deemed to be statutory reserves unless the funding of such reserves is approved by the membership as provided in the Act.

(b) The proposed annual budgets for Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the Board is empowered, at its discretion, to include reserve accounts for capital expenditures and deferred maintenance.

(c) When the Board determines the amount of any Assessment, the Treasurer shall mail or present to each Owner a statement of Assessment specifying the amount of same and to whom and where same should be payable and sent. Upon request, the Treasurer shall give a receipt for each payment received.

Section 4. Fidelity Bonds. The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in the principal sum not less than that required by and subject to the terms of the Act.

Section 5. Financial Statements. The Board shall cause to be prepared financial statements either compiled, reviewed or audited, financial statement or a report of cash receipts and expenditures in lieu of financial statements, in accordance with the Act.

ARTICLE VIII Compliance and Default

~~Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws, the Articles of Incorporation, or the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, the Corporation, by direction of its Board of Directors, may notify the member by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Corporation, through its Board of Directors, at its option, may have the following elections:~~

~~(a) An action at law to recover damages on behalf of the corporation or on behalf of the other members; or~~

~~(b) An action in equity to enforce performance on the part of the member; or~~

~~(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.~~

~~Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Corporation, and the cost thereof shall be charged to the member as an individual assessment.~~

~~Section 2. Costs and Attorneys' Fees. In any proceedings arising because of an alleged violation by a member, the Corporation, if it prevails, shall be entitled to recover from the member all costs of any proceedings and such reasonable attorneys' fees as may be determined by the court including those related to appellate review.~~

~~Section 3. No Waiver of Rights. The failure of the Corporation to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Corporation to enforce such right, provision, covenant or condition in the future.~~

Each Owner and every occupant, guest, agent, employee or contractor of an Owner and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

Section 1. Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Property, a Home, a Lot, the

Owner's personal property, or to the personal property of the Association or other Owners or residents or guests, including, but not limited to, repair after casualty, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his or her family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Parcel enforceable as an Individual Assessment in the same manner as an Individual Assessment under the Declaration.

Section 2. Compliance. In the event an Owner or occupant fails to comply with such Owner's obligations or fails to observe and comply with any other provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Parcel Owner and the Parcel for the sums necessary to do whatever work is required to put the Owner or Lot in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Parcel, enforceable as an Individual Assessment in the same manner as an Individual Assessment under the Declaration.

Section 3. Fines. In addition to all other remedies provided hereunder, in the event an Owner or anyone for whom an Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Owner and the Parcel in accordance with the Act. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act. The fine shall become a lien against the Lot to the extent permitted by the Act.

Section 4. Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Properties or other facilities during any period of time during which the Owner is delinquent in the payment of Assessments or any other financial obligation to the Association or in the event an Owner or anyone for whom an Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Property in the manner required.

Section 5. Suspension of Voting Rights. In addition to the remedies provided in the Declaration and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary

obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.

Section 6. Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

Section 7. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

Section 8. No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 9. Election of Remedies. All rights, remedies and privileges granted to the Association or an Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING

(Additions shown by "underlining",
deletions shown by "strikeout")

ARTICLE 1
Definitions

L. CASSEEKEY ISLAND and this Declaration, as well as the attached Articles of Incorporation and By-Laws shall be subject to Chapter 720, Florida Statutes, hereinafter referred to as the "Act", as the same may renumbered or otherwise amended from time to time.

ARTICLE 7
Homeowners Association

G. The purposes and basis of the aforementioned assessments are as follows:

(3) Individual Assessments: Pursuant to the Corporation's power and authority to enforce these covenants, restrictions and regulations and the powers granted pursuant to this Declaration of Covenants and Restrictions, the Board of Directors may separately assess members an individual assessment ~~in an amount not to exceed \$150 or the cost to the Corporation, whichever is greater. Individual assessments are collectible in a manner determined by the Board of Directors, and may be levied for violations of the rules and regulations promulgated by the Corporation, and for any maintenance, repair or restoration of any Residential Dwelling Unit which is the responsibility of a Lot Owner, but which is performed by the Corporation pursuant to its enforcement powers.~~

~~L. The lien of any assessment provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to the assessment. In the event of foreclosure of said mortgage or mortgages, such~~

This is not a certified copy

~~subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the foreclosure of the mortgage. Such subordinated assessments shall be deemed to be a Corporation expense and shall be assessed against all the Lot Owners, including the acquirer of title at such sale or transfer. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due or from the lien of any subsequent assessment.~~COLLECTION OF ASSESSMENTS.

(1) Liability for Assessments. An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the Owner. Except as provided in subparagraph (3) below, the Owner shall also be jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Lot and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Properties or by the abandonment of the Lot for which the Assessments are made or otherwise.

(2) Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Reasonable costs shall include, without limitation, any bank fees charged to the Association due to checks tendered by Owners which are returned due to insufficient funds. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

(3) First Mortgagee. A First Mortgagee acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

(4) Certificate of Unpaid Assessments. Within fifteen (15) days after request by an Owner or mortgagee of a Lot, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Owner with respect to his or her Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

(5) Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.

(6) Acceleration of Assessment Installments Upon Default. If an Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.

(7) Individual Assessments. Individual Assessment shall mean and refer to an Assessment levied against an Owner for any monetary obligation of the Owner to the Association, including, but not limited to, fines levied against an Owner pursuant to this Declaration or other costs incurred pursuant to Section 16 hereof. Individual Assessments shall also include, without limitation, charges imposed upon any Owner for damage caused to or incurred by the Association as a result of the negligence, intentional misconduct or a violation of any of the terms and conditions of this Declaration or the Rules and Regulations by any Owner or by anyone for whom that Owner is responsible. A delinquent Individual Assessment shall bear interest at the maximum rate allowable under the Florida usury laws from the date when due until paid.

(8) Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

M. Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the member, and thereupon the unpaid balance of the Assessment shall become due upon the date stated in the notice.

°The accelerated total Assessment shall be due and payable at the office of the corporation within thirty (30) days after notification in writing to the member by the Board of Directors, and thereafter shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid.

In the event it become necessary to bring legal proceedings to collect the accelerated Assessment and interest thereon, the Board of Directors shall be entitled to recover reasonable attorneys' fees and all costs of any proceedings from the member, including those related to appellate review.

N. Lien. Each of the Lots and the respective Units constructed thereon within CASSEEKEY ISLAND is automatically made subject to a lien and permanent charge in favor of the Corporation for all Assessments of any type authorized by this Declaration. Any and all of the Assessments together with interest thereon, if any, shall constitute a permanent charge upon, and a continuing lien on, the Lot and Unit to which such assessments relate, and such permanent charge and lien shall bind such Lot and Unit in the hands of any and all persons.

ARTICLE 9

Design Control Board Approvals

The Design Control Board of J.L. Property Owners Association, Inc. shall promulgate and enforce guidelines for, and approve plans and placement of, all structures and landscaping to be constructed or placed on the Lots, including any temporary or accessory building or structure. The Association, through its Board of Directors or through the aforementioned Design Control Board, has the authority to approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on a Lot, to restrict the use of materials, the size of any structure or improvement on a Lot, and the design of any structure or improvement, and to enforce standards for external appearance, and designate setback requirements for all sides of any Lot, treating any and all sides of the Lot as a front side.

This instrument Prepared by
and to be Returned to:
Paul C. Wolfe, Esq.
Jones, Foster, Johnston, & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, Florida 33402-3475

DEC-13-1988 03:49pm 88-344688

ORB 5901 Pg 1680

**AMENDMENT NO. 1 TO
CASSEEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS**

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and Exhibits attached thereto are recorded in Official Record Book 5878, Pages 1889 through 1922, inclusive, Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article 9, Amendment provides that the Declaration may be amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendment:

NOW, THEREFORE, THE CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS is hereby amended as follows:

1. Article 8.U. is hereby deleted in its entirety and the following is substituted in lieu thereof:

8.U. Zero Lot Line Walls. There shall be no window or other opening cut in any zero lot line wall, except when there is no unit constructed on the lot immediately adjacent to the zero lot line wall. In such instance, a window or any other type of opening may be built on the zero lot line wall upon securing the concurring express approval of the construction plans by the Design Control Board of the J.L. Property Owners Association and of all appropriate regulatory governmental agencies.

Except for the amendment hereinabove set forth, the recorded CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has executed this Amendment No. 1 to the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS this 13th day of December, 1988.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.

Richard W. PLOWMAN
Richard W. PLOWMAN, Director

Robert W. KISKADDON
Robert W. KISKADDON, Director

Craig L. COMBS
Craig L. Combs, Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD W. FLOWMAN, ROBERT W. KISKADDON, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 13th day of December, 1988

Frederica Isabel
Notary Public

My commission expires:

(NOTARY SEAL)



MAM9D
12/7/88

This is a Certified Copy

✓ This Instrument Prepared
by and to be Returned to:
Paul C. Wolfe, Esquire
Jones, Roster, Johnson & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, FL 33401

JUN-09-1989 11:06am 89-163678

ORB 6093 Pg 1221

AMENDMENT NO. 1 TO THE
CASSEEKEY ISLAND DOCK CONDOMINIUM
DECLARATION OF CONDOMINIUM

WHEREAS, The Casseekey Island Dock Condominium Declaration of Condominium and exhibits attached thereto (the "Declaration") is recorded in Official Record Book 5954, at pages 815 through 875, inclusive, public records of Palm Beach County, Florida; and

WHEREAS, § 718.110, Florida Statutes (1987), allows the Developer to amend a Declaration of Condominium without consent of the unit owners and without a certificate of the condominium association; and

WHEREAS, Jonathan's Landing, Inc., a Delaware corporation authorized to do business in the State of Florida, as developer of the Casseekey Island Dock Condominium, wishes to amend the recorded Declaration in order to include Fire Hose Cabinets as common elements of the Condominium, and to provide a new survey exhibit to depict the location of said Fire Hose Cabinets within the condominium property, and does hereby execute this instrument for the purpose of so amending the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

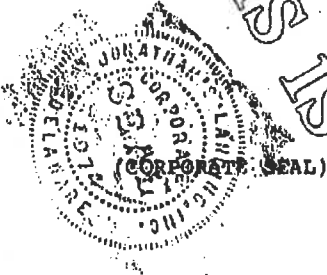
A. A new paragraph is added at the end of Section IV.A. to read as follows:

The four (4) fire hose cabinets made of non-corrosive marine aluminium with mounting legs and containing seventy-five (75') feet of lined one and one-half (1 1/2") inch hose and associated valving are Common Elements. They will be used for emergency fire control purposes.

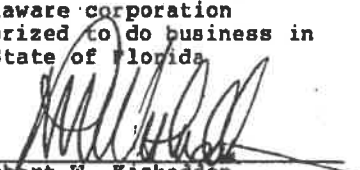
B. Page 2 of Exhibit "A" to the Declaration is hereby deleted and there is substituted in its place and stead, page 2 of Exhibit "A", attached hereto.

Except for the Amendments hereinabove set forth, the recorded Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Jonathan's Landing, Inc., a Delaware corporation, authorized to do business in the State of Florida, as Developer, has caused these presents to be executed and its seal affixed, this 6th day of June, 1989.



JONATHAN'S LANDING, INC.,
a Delaware corporation
authorized to do business in
the State of Florida

By: 
Robert W. Kiskaddon
President

ATTEST:

Frederica B. Fiebel
Frederica B. Fiebel
Assistant Secretary

MAM04921
5/10/89

This is not a Certified copy

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.

ORB 6093 Pg 1223

BEFORE ME, the undersigned authority personally appeared Robert W. Kiskaddon and Frederica B. Fiebel, President and Assistant Secretary, respectively, of Jonathan's Landing, Inc., a Delaware corporation authorized to business in the State of Florida, and acknowledged before me that they executed the foregoing instrument in their official capacities as aforesaid on behalf of Jonathan's Landing, Inc., and that the seal affixed hereto is the corporate seal of Jonathan's Landing, Inc.

WITNESS my hand and official seal this 6th day of June, 1989.

Sheryl L Barrett
Notary Public



My Commission Expires: Notary Public, State of Florida
My Commission Expires Apr. 8, 1990
Bonded by Western Surety Company

MAM04921
5/10/89

This is not a certified copy

LEGAL DESCRIPTION

That certain parcel of land in the City of Palm Beach, State of Florida, situated in the City of Palm Beach, County of Palm Beach, State of Florida, and more particularly described as follows: To-wit: A certain parcel of land bounded on the north by the line of the South and West Right of Way of the Palm Beach Hotel, on the east by the line of the South and West Right of Way of the Palm Beach Hotel, on the south by the line of the South and West Right of Way of the Palm Beach Hotel, and on the west by the line of the South and West Right of Way of the Palm Beach Hotel, containing approximately 1.00 acre, more or less, as shown on the attached plat.

PIER EASEMENT

JOHNATHAN'S LANDING

DATE: 07/20/2006
 TIME: 11:54 AM
 BY: [Signature]
 FOR: [Signature]

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

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

THIS INSTRUMENT PREPARED BY:
 LEVINE, FRANK, EDGAR & TELEPMAN, P.A.
 3300 PGA Blvd., Suite 500
 Palm Beach Gardens, FL 33410
 (407) 626-4700

Aug-22-1996 11:10am 96-292910

ORB 9407 Pg 25

JIM (MIR) 100011111111

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
 OF CASSEEKEY ISLAND DOCK CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Casseekey Island Dock Condominium was recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida;

WHEREAS, Article XI of the Declaration provides that the Declaration may be amended by the vote or written consent of not less than 2/3rds of the voting interests of the membership of the Association, except that where the size or location of any parcel or a unit's share of the common expenses or common surplus changes, then the record owners of all units and all record owners of mortgages and other voluntarily placed liens thereon, must join in the execution of the amendments;

WHEREAS, at an owners meeting on Feb. 24, 1995, not less than 2/3rds of the voting interests of the membership of the Association voted to approve the amendments to the Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

WHEREAS, the joinders and consents of all record owners of all units and all record owners of mortgages and other voluntarily placed liens on the units, have joined and consented to the amendments, which joinders and consents are attached to this Certificate;

WHEREAS, this Certificate, the amendments and all joinders and consents shall be recorded in the Public Records of Palm Beach County, Florida;

NOW, THEREFORE, the Declaration of Condominium is hereby amended in the particulars as stated in the attachment to this Certificate; the amendments shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes and joinders and consents required by the Declaration.

DATED this 11th day of August, 1996.

WITNESSES:

Sign:



Print:

MARK HANCOCK

CASSEEKEY ISLAND DOCK
 CONDOMINIUM ASSOCIATION, INC.

By: Sign:

 President

Print:

Ed Hese...

Sign: *D. Keed*

Print: DIANA L. KEED

Current Address: 3940 Back Bay Drive, Apt. #239, Jupiter, FL 33477

Sign: *Nancy A. Graham*

Print: NANCY A GRAHAM

By: Sign: *William D. Graham*
Secretary

Print: William D. GRAHAM

Sign: *Carole Peterson*

Print: CAROLE PETERSON

Current Address: 3322 Casseekey Island Road, Apt. #1002, Jupiter, FL 33477

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 17th day of August, 1996, before me personally appeared Edward Masaitis, President, and William Graham, Secretary of CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, who are personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Jupiter in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: *Sheridan M. Springer*

Print: Sheridan M. Springer
State of Florida at Large (Seal)

My commission expires:



**PROPOSED AMENDMENT TO THE
CASSEEKEY ISLAND DOCK CONDOMINIUM**

Article IV, Sec. A. shall be amended to read as follows:

" Pier and Units. The improvements in the condominium consist of one (1) main pier, which is a Common Element of the Condominium, except for the three (3) berths comprising its T-head, with finger docks attached thereto containing an additional twenty-two (22) berths. Each of said ~~twenty-five (25)~~ twenty-six (26) berths is a Unit of the Condominium. Two (2) additional berths on the shore end of the main pier are not Units, but Common Elements for use by Unit Owners, their guests and the Association, for temporary small Vessel tie-up. No Unit bears the same designation as any other Unit. The Units consist of improvements only. No part of the land comprising the Condominium Property is included in any Unit. No Unit may be subdivided and no action for partition of a Unit shall lie."

"There shall be ~~six (6)~~ three (3) types, each Unit comprising a section of the horizontal decking of a finger dock or a section of the T-head of the main pier, having the following approximate dimensions as to each Unit type:

Unit type A - ~~2' x 25'~~ 2' x 45' (Units 1N, 2N, 3N, 1S, 2S, 3S)

Unit type B - ~~2' x 34'~~ 2' x 56' (Units 4N, 5N, 6N, 7N, 8N, 9N, 10N, 11N, 12N, 13N, 4S, 5S, 6S, 7S)

Unit type C - ~~2' x 50'~~ 2' x 70' (Units 8S, 9S, 10S, 11S, 12S, 13S)

Unit type D - ~~4' x 34'~~ (Unit 12N)

Unit type E - ~~4' x 50'~~ (Unit 12S)

Unit type F - ~~4' x 93'~~ (Unit T)"

Article VIII shall be amended to read as follows:

"COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of the Condominium shall be shared by the Unit Owners as specified in ~~Exhibit B~~ Exhibit C. The Unit Owner's share of Common Expenses shall be stated as a percentage of the total Common Expenses incurred, said percentage being the same as the Unit Owner's undivided interest in the Common Elements" ~~Exhibit B has been removed in it's entirety.~~

CASSEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.
 Shares of Common Elements

Slip Numer	% Share Current	% Share Amended
1N	3.25%	3.10%
2N	3.25%	3.10%
3N	3.25%	3.10%
4N	3.85%	3.80%
5N	3.85%	3.80%
6N	3.85%	3.80%
7N	3.85%	3.80%
8N	3.85%	3.80%
9N	3.85%	3.80%
10N	3.85%	3.80%
11N	3.85%	3.80%
12N	3.80%	3.80%
13N	N/A	3.80%
1S	3.25%	3.10%
2S	3.25%	3.10%
3S	3.25%	3.10%
4S	3.85%	3.80%
5S	3.85%	3.80%
6S	3.85%	3.80%
7S	3.85%	3.80%
8S	4.70%	4.70%
9S	4.70%	4.70%
10S	4.70%	4.70%
11S	4.70%	4.70%
12S	4.75%	4.70%
13S	N/A	4.70%
T	6.95%	N/A

NOTE: Slips 13N and 13S are new and "T" is eliminated in amended version

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

ROBERT + BEVERLY SHURTLEFF

Owners of Unit 8N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 9th day of July, 1996.

Signed, sealed and delivered in the presence of:
Witnessed Both Signatures

Print Name: _____

[Signature]

Print Name: _____

[Signature]

Print Name: Diana L. Reed

Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

[Signature]

(Owner)

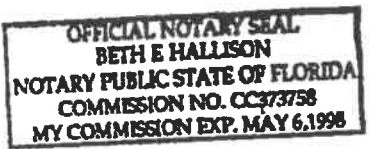
Print Name: ROBERT G SHURTLEFF

[Signature]

(Owner)

Print Name: BEVERLY SHURTLEFF

The foregoing instrument was acknowledged before me this 9th day of July, 1996 by Robert Shurtleff and Beverly Shurtleff who are personally known to me or have produced personal know as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Print Name: Beth Hallison
Commission Exp. 5/6/98
Commission No. CC373758

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

SHERMAN MILLER and Verna Miller, as Trustees of the Sherman Miller Family Trust
Owners of Unit T in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 7th day of February, 1996.

Signed, sealed and delivered in the presence of:

Sherman W Miller
Print Name: Sherman W Miller

Sherman W Miller
individually as Trustee
(Owner)
Print Name: Sherman W Miller

MARK HARGREAVE
Print Name: MARK HARGREAVE

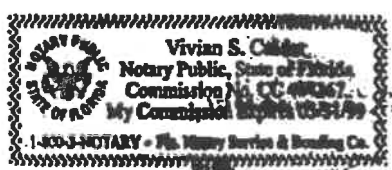
VIVIAN S. CALDER
Print Name: Vivian S. Calder

Verna L. Miller
individually as Trustee
(Owner)
Print Name: VERNA L. MILLER

STATE OF Florida)
COUNTY OF Palm Beach)

SS: [Signature]

The foregoing instrument was acknowledged before me this 7 day of Feb., 1996 by Sherman W. Miller and Verna L. Miller, individually and as Trustees who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC, STATE OF Fla.
Print Name: Vivian S. Calder
Commission Exp: 3-31-99
Commission No.: 22468367

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

William D. Graham, Trustee of William D. Graham Trust,
Owners of Unit 105 in the Condominium created pursuant to the Declaration of
Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book
5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in
the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and
Section XL of the Declaration of Condominium.

Executed this 25th day of January, 1996.

Signed, sealed and
delivered in the presence of:

[Signature]
Print Name: _____

MARK HARGREAVES
Print Name: _____

Vivian S Calder
Print Name: _____

Vivian S Calder
Print Name: _____

William D. Graham,
individually (Owner) and as trustee

Print Name: William D. Graham

(Owner)

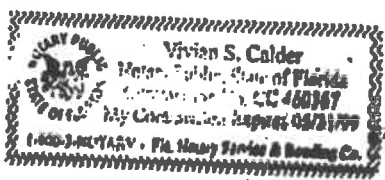
Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

SS: _____

The foregoing instrument was acknowledged before me this 25 day of JAN.
1996 by William Graham, and individually and as trustee
who are personally known to me or have produced _____ as
identification.



Vivian S. Calder
NOTARY PUBLIC, STATE OF FL.
Print Name: Vivian S. Calder
Commission Exp. 2-21-99
Commission No.: 480367

[Signature]

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Owners of Unit Provident Construction Company IN in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 5th day of February, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: _____

MARK HODGSON
Print Name: _____

Vivian S. Calder
Print Name: _____

Vivian S. Calder
Print Name: _____

[Signature]
(Owner)
Print Name: _____

C. J. MASALA
Chief Executive Officer

(Owner)

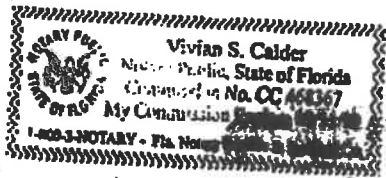
Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

SS:

The foregoing instrument was acknowledged before me this 5th day of Feb., 1996 by Ed McEnitt and _____ who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC STATE OF FLA
Print Name: Vivian S. Calder
Commission Exp. 12/31/99
Commission No. CC 45367

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Provident Construction Company
Owners of Unit 20 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 5th day of February, 1996.

Signed, sealed and delivered in the presence of:

MARK HARRISON
Print Name:

[Signature]
(Owner)
Print Name: Ed MASALA
Chief Executive Officer

[Signature]
Print Name:

Vivian S. Calder
Print Name:

(Owner)

Vivian S. Calder
Print Name:

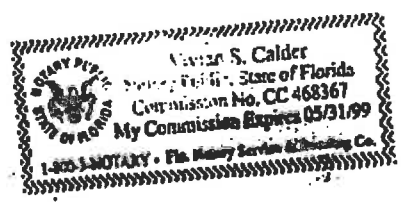
Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 5th day of Feb., 1996 by Ed MASALA and _____ who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC STATE OF FLA
Print Name: Vivian S. Calder
Commission Exp. 5-31-99
Commission No.: CC 468367

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Owners of Unit 4N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 9954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 5th day of February, 1996.

Signed, sealed and delivered in the presence of:

MARK [Signature]
Print Name:

[Signature]
Print Name:

Vivian S. Calder
Print Name:

Vivian S. Calder
Print Name:

[Signature] P.C.I.
(Owner)
Print Name: Ed Masarik
Chief Executive Officer

(Owner)

Print Name: _____

STATE OF Florida,)
COUNTY OF Palm Beach,) ss.

The foregoing instrument was acknowledged before me this 5th day of Feb., 1996 by Ed Masarik and _____ who are personally known to me or have produced identification. _____ as

NOTARY PUBLIC
Vivian S. Calder
Notary Public, State of Florida
Commission No. CC 468357
My Commission Expires 05/31/99
1-800-5-NOTARY - Fla. Notary Service & Consulting Co.

Vivian S. Calder
NOTARY PUBLIC STATE OF Fla.
Print Name: Vivian S. Calder
Commission Exp. 05-31-99
Commission No. CC 468357

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

IMB Holdings, Limited
Owners of Unit 45 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 5th day of February, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: _____

MIKE HAGS
Print Name: _____

Vivian S Calder
Print Name: _____

Vivian S Calder
Print Name: _____

[Signature]
(Owner)
Print Name: E. Mascitis

Chief Executive Officer of Provident Construction Company
General Partner of IMB Holdings, Ltd.

(Owner)

Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

), SS: _____

The foregoing instrument was acknowledged before me this 5th day of Feb., 1996 by Ed Mascitis and _____ who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC
Vivian S. Calder
Notary Public, State of Florida
Commission No. CC 468367
My Commission Expires 05/31/99
NOTARY - Fla. Notary Service & Supplies

Vivian S Calder
NOTARY PUBLIC, STATE OF Fla.
Print Name: Vivian S. Calder
Commission Exp: 5/31-99
Commission No.: CC 468367

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Lawrence I. Michael and Elaine Michel
Owners of Unit 3N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XL of the Declaration of Condominium.

Executed this 7th day of April, 1995.

Signed, sealed and delivered in the presence of:

LAWRENCE I. MICHEL
Print Name:

Lawrence I. Michel
(Owner)
Print Name: LAWRENCE I. MICHEL

Tami Jacobson
Print Name: Tami Jacobson

Therese L. Michel
(Owner)

Wivan S. Calder
Print Name:

Print Name: ELAINE L MICHEL

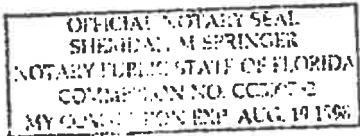
Wivan S. Calder
Print Name:

STATE OF Florida)

COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 7th day of April, 1995 by Lawrence Michael and Elaine Michael who are personally known to me or have produced _____ as identification.



Sheridan M. Springer
NOTARY PUBLIC, STATE OF FL
Print Name: Sheridan M. Springer
Commission Exp. 8-29-98
Commission No.: CC399752

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

James Shacklett and Mary Jane Shacklett,
Owners of Unit 9N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 9th day of January, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name:

Mark Harvey
Print Name:

Vivian S. Calder
Print Name:

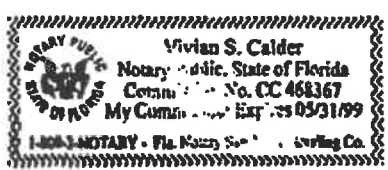
Vivian S. Calder
Print Name:

[Signature]
(Owner)
Print Name: James Shacklett

[Signature]
(Owner)
Print Name: Mary Jane Shacklett

STATE OF Florida)
COUNTY OF Palm Beach)) SS:

The foregoing instrument was acknowledged before me this 9th day of January, 1996 by James Shacklett and Mary Jane Shacklett who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC STATE OF FL.
Print Name: Vivian S. Calder
Commission Exp. 5/31/99
Commission No.: 468367

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Donald J. Barhyte
Owners of Unit 75 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 17th day of January, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: _____

MARK HARVEY
Print Name: _____

Vivian S. Calder
Print Name: _____

Vivian S. Calder
Print Name: _____

Donald J. Barhyte
(Owner)

Print Name: Donald Barhyte

(Owner)

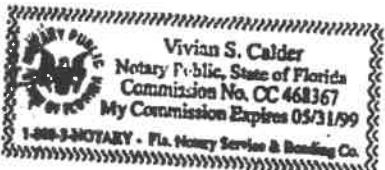
Print Name: _____

STATE OF Florida)

) SS.

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 17th day of JAN. 1996 by Donald Barhyte and _____ who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC STATE OF FL.
Print Name: Vivian S. Calder
Commission Exp. 05/31/99
Commission No.: 468367

**JOINDER AND CONSENT OF UNIT OWNERS TO
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM**

RICHARD EARLE & GIOVANNA EARLE
Owners of Unit 3-5 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XL of the Declaration of Condominium.

Executed this 8 day of August, 1995.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: _____

MARK HAGSBERG
Print Name: _____

Vivian S. Calder
Print Name: _____

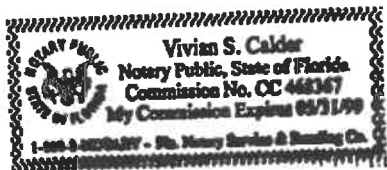
Vivian S. Calder
Print Name: _____

Richard E Earle
RICHARD EARLE
(Owner)
Print Name: _____

Giovanna Earle
(Owner)
Print Name: GIOVANNA EARLE

STATE OF Florida)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me this 8 day of August, 1995 by Richard Earle and GIOVANNA EARLE who are personally known to me or have produced _____ as identification.



Vivian S. Calder
NOTARY PUBLIC, STATE OF FL.
Print Name: Vivian Calder
Commission Exp: 5-31-99
Commission No.: CC 448367

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Donald and Diane Hayden
Owners of Unit 35 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 15, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XL of the Declaration of Condominium.

Executed this 8th day of January, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name:

MARK HAYDEN
Print Name:

DIANA R. HAYDEN
Print Name:

DIANA S. CALDER
Print Name:

[Signature]
(Owner)
Print Name: DIANA R. HAYDEN

[Signature]
(Owner)

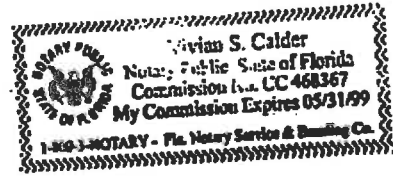
Print Name: Donald R. Hayden

STATE OF Florida)

COUNTY OF Palm Beach)) SSS

The foregoing instrument was acknowledged before me this 8th day of January, 1996 by Donald Hayden and Diane Hayden who are personally known to me or have produced identification. _____ as

DIANA S. CALDER
NOTARY PUBLIC, STATE OF FL.
Print Name: DIANA S. CALDER
Commission Exp: 5-31-99
Commission No.: 60468367



JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Robert and Jeanne Antolini

Owners of Unit 85 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 29th day of April, 1996

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Mark [Signature]

Robert S. Antolini
(Owner)
Print Name: Robert Antolini

[Signature]
Print Name: Vivian S Calder

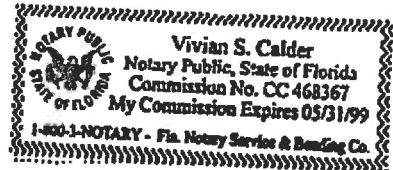
Jeanne M. Antolini
(Owner)

MARK [Signature]
Print Name: Jeanne Antolini

STATE OF Florida)
COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 29 day of April, 1996 by Robert Antolini and Jeanne Antolini who are personally known to me or have produced identification.



Vivian S Calder
NOTARY PUBLIC STATE OF Fla.
Print Name: Vivian S Calder
Commission Exp: 5-31-99
Commission No.: CC 468367

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Paul Winner and Maggie Winner tenants in the entirety,
Owners of Unit 7N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 14 day of July, 1995.

Signed, sealed and delivered in the presence of:

Paul Winner
Print Name:

Paul Winner
(Owner)
Print Name: Paul Winner

Maggie Winner
Print Name:

Maggie Winner
(Owner)

Diana L. Reed
Print Name:

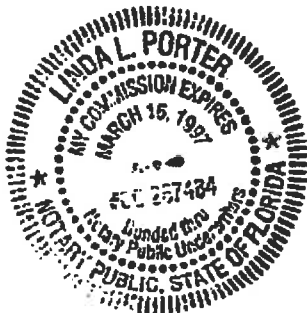
Print Name: Maggie Winner

STATE OF Florida)

COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 14 day of July, 1995 by Paul Winner, DO and Maggie Winner who are personally known to me or have produced _____ as identification.



Linda L. Porter
NOTARY PUBLIC, STATE OF FL
Print Name: Linda L. Porter
Commission Exp.: 03/16/97
Commission No.: 257484

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

PROVIDENT CONSTRUCTION COMPANY

Owners of Unit 10 N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 6 day of April, 1995.

Signed, sealed and delivered in the presence of:

Diane G. Wagner
Print Name: Diane G. Wagner

PAUL KOENIG
Print Name: Paul Koenig

Edward A. Masaitis
(Owner)

Print Name: EDWARD A MASAITIS, CHIEF EXECUTIVE OFFICER
Chief Executive Officer

Print Name: _____

(Owner)

Print Name: _____

Print Name: _____

STATE OF Florida)

COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 6 day of April, 1995 by Edward Masaitis and _____ who are personally known to me or have produced _____ as identification.



Cynthia D. Bichler
NOTARY PUBLIC, STATE OF FL
Print Name: Cynthia D. Bichler
Commission Exp. _____
Commission No.: 10-327004

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 17, 1995
BONDED THRU AGENT'S NOTARY BROKER 11

**JOINDER AND CONSENT OF UNIT OWNERS TO
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM**

PROVIDENT CONSTRUCTION COMPANY

Owners of Unit 111 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 6 day of April, 1995.

Signed, sealed and delivered in the presence of:

Diane G. Harper Diane G. Harper
Print Name: _____ (Owner)

Edward A. Masaitis Edward A. Masaitis
Print Name: EDWARD A MASAITIS, CHAIRMAN
Chief Executive Officer

PAUL KOENIG Paul Koenig
Print Name: _____

Print Name: _____ (Owner)

Print Name: _____

STATE OF Florida)
Palm Beach)
COUNTY OF Palm Beach)

SS: _____

The foregoing instrument was acknowledged before me this 6 day of April, 1995 by Edward Masaitis and _____ who are personally known to me or have produced _____ as identification.



Cynthia D. Bichler Cynthia D. Bichler
NOTARY PUBLIC, STATE OF Florida
Print Name: Cynthia D. Bichler
Commission Exp.: _____
Commission No.: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 17, 1995
MEMBER REAL AGENTS NOTARY BROKERARY

**JOINDER AND CONSENT OF UNIT OWNERS TO
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM**

ROBERT AND GLORIA H. DEISON

Owners of Unit 125 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 18 day of May, 1995.

Signed, sealed and delivered in the presence of:

Linda J. Campbell
Print Name: Linda J. Campbell

Melissa W. Suchocki
Print Name: Melissa W. Suchocki

Linda J. Campbell
Print Name: Linda J. Campbell

Melissa W. Suchocki
Print Name: Melissa W. Suchocki

Robert Deison
(Owner)
Print Name: Robert Deison

Gloria H. Deison
(Owner)
Print Name: Gloria H. Deison

STATE OF Florida)
COUNTY OF Leon)

SS:

The foregoing instrument was acknowledged before me this 18 day of May, 1995 by Robert Deison and Gloria Deison who are personally known to me or have produced _____ as identification.

Linda J. Campbell
NOTARY PUBLIC, STATE OF FL
Print Name: _____
Commission Exp. _____
Commission No.: _____
LINDA J. CAMPBELL
NOTARY COMMISSION # CC-179057 EXPIRES
March 27, 1998
BONDED THRU TRU FAN INSURANCE, INC.

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

W. Allen Harrison & Sandra H. Harrison

Owners of Unit 115 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 15, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 5 day of April, 1995.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Adam Holzhauser

[Signature]
Print Name: James K Adams

[Signature]
Print Name: Adam Holzhauser

[Signature]
Print Name: James K Adams

W. Allen Harrison
(Owner)
Print Name: W. Allen Harrison

Sandra H. Harrison
(Owner)
Print Name: Sandra H. Harrison

STATE OF Florida)
COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 5 day of April, 1995 by W. Allen Harrison and Sandra H. Harrison who are personally known to me or have produced DOB: 1-25-1925-921-32-339-0 as identification. & LIC # 12625-766-47-503-0

Lucy Ann Kellar
NOTARY PUBLIC STATE OF _____
Print Name: _____
Commission Exp. _____
Commission No.: _____



JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Peter S. Geras and Olga Geras
Owners of Unit 95 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 5 day of April, 1995.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name:

[Signature]
Print Name: LAUREN DAVIS

[Signature]
Print Name:

[Signature]
Print Name: Vivian Calder

[Signature]
(Owner)
Print Name: Peter S. Geras

[Signature]
(Owner)
Print Name: Olga P. Geras

Print Name: Olga P. Geras

STATE OF Florida)

COUNTY OF Palm Beach)

) SS:

The foregoing instrument was acknowledged before me this 5th day of April, 1995 by Peter S. Geras and Olga Geras who are personally known to me or have produced personally known as identification.

[Signature]
NOTARY PUBLIC STATE OF FL
Print Name: Sheridan M. Springer
Commission Exp. 8-19-98
Commission No.: 399352

RECORDER'S MEMO: Legibility of document unsatisfactory when received.



JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Roger D. Ericson & Norma F. Ericson

Owners of Unit 65 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI of the Declaration of Condominium.

Executed this 28th day of April, 1995.

Signed, sealed and delivered in the presence of:

Jamija Caldwell
Print Name:

Jam Jacobetti
Print Name:

Jessica Caldwell
Print Name:

Jessica Caldwell
Print Name:

Roger D. Ericson
(Owner)
Print Name: Roger D. Ericson

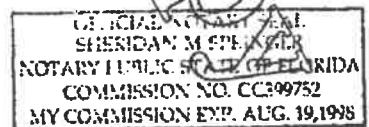
Norma F. Ericson
(Owner)
Print Name: NORMA F. ERICSON

STATE OF FL)
COUNTY OF Palm Beach)

) SS.

The foregoing instrument was acknowledged before me this 28th day of April, 1995 by Roger Ericson and Norma Ericson who are personally known to me or have produced _____ as identification.

Sheridan M. Springer
NOTARY PUBLIC, STATE OF FL
Print Name: Sheridan M. Springer
Commission Exp: 8-19-98
Commission No.: CC399752



JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

ADAM CAROL HOLZHAUER

Owners of Unit 6N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XL of the Declaration of Condominium.

Executed this 10th day of APRIL, 1995.

Signed, sealed and delivered in the presence of:

DOROTHY PYERS
Print Name:

Dorothy Pyers
Print Name:

JEAN HARRISON
Print Name:

Norma Jean Harrison
Print Name:

STATE OF North Carolina
COUNTY OF WAKE)

) SS:

[Signature]
(Owner)
Print Name: ADAM HOLZHAUER

[Signature]
(Owner)
Print Name: CAROL HOLZHAUER

The foregoing instrument was acknowledged before me this 10 day of April, 1995 by Adam Holzauer and Carol Holzauer who are personally known to me or have produced identification as

Norma Jean Harrison
NOTARY PUBLIC, STATE OF NC
Print Name: NORMA JEAN HARRISON
Commission Exp. my Commission Expires 2/1/96
Commission No.:



JOINDER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Peter R. DeGeorge

Owners of Unit 5N in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XI. of the Declaration of Condominium.

Executed this 8th day of May, 1995.

Signed, sealed and delivered in the presence of:

Lorraine T. Raddis
Print Name: Lorraine T. Raddis

Peter R. DeGeorge
(Owner)
Print Name: Peter R. DeGeorge

James G. Eilert
Print Name: James G. Eilert

Print Name: _____

(Owner)

Print Name: _____

Print Name: _____

STATE OF Connecticut)

) SS: Cheshire

COUNTY OF New Haven)

The foregoing instrument was acknowledged before me this 8th day of May, 1995 by Peter R. DeGeorge and _____ who are personally known to me or have produced _____ as identification.

Lorraine B. Stabile
NOTARY PUBLIC, STATE OF Connecticut
Print Name: Lorraine B. Stabile
Commission Exp. March 31, 2000
Commission No.: _____

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

JOINER AND CONSENT OF UNIT OWNERS TO AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Edward E and Sylvia J. Hagenlocker

Owners of Unit 25 in the Condominium created pursuant to the Declaration of Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book 5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and Section XL of the Declaration of Condominium.

Executed this 14 day of April, 1995.

Signed, sealed and delivered in the presence of:

Kathleen A. Keenan
Print Name: **Kathleen A. Keenan**

Edward E Hagenlocker
(Owner)
Print Name: Edward E Hagenlocker

Lynne Anderson
Print Name: **LYNNE ANDERSON**

Sylvia J Hagenlocker
(Owner)

Linda M. Robson
Print Name: **Linda M. Robson**

Print Name: Sylvia J Hagenlocker

Regina Newell
Print Name: Regina Newell

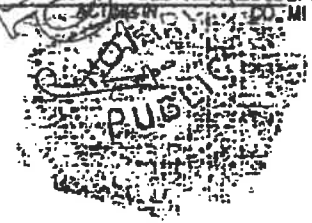
STATE OF Michigan)
COUNTY OF Oakland)

SS:

The foregoing instrument was acknowledged before me this 14 day of APRIL, 1995 by EDWARD E Hagenlocker and Sylvia J Hagenlocker who are personally known to me or have produced Valid Michigan Drivers License as identification.

Lynne Anderson
NOTARY PUBLIC, STATE OF Michigan
Print Name: **LYNNE ANDERSON**
Commission Exp. LYNNE E. ANDERSON
Commission No.: NOTARY PUBLIC - OAKLAND COUNTY, MICH.
NOTARY COMMISSION EXPIRES 01-27-96
DO, MI

RECORDER'S MEMO: Legibility of document unsatisfactory when received.



**JOINDER AND CONSENT OF UNIT OWNERS TO
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM**

Ernest Newbold and Vicki Newbold
Owners of Unit 15 in the Condominium created pursuant to the Declaration of
Condominium of Casseekey Island Dock Condominium, as recorded in Official Record Book
5954, Page 815, Public Records of Palm Beach County, Florida, hereby consents to and joins in
the attached Amendments to the Declaration of Condominium.

The undersigned is executing this Joinder and Consent because of F.S. 718.110(4) and
Section XI of the Declaration of Condominium.

Executed this 23rd day of Jan, 1996.

Signed, sealed and
delivered in the presence of:

[Signature]
Print Name: _____

Ernie Newbold
(Owner)

Print Name: Ernest Newbold

Mack Hargrove
Print Name: _____

Vicki Newbold
(Owner)

[Signature]
Print Name: _____

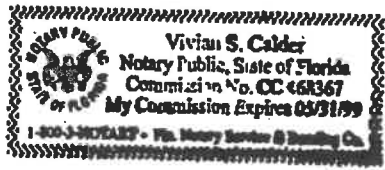
Print Name: Vicki Newbold

DIANA L. FEEL
Print Name: _____

STATE OF Florida)
COUNTY OF Palm Beach)

SS:

The foregoing instrument was acknowledged before me this 23 day of JAN,
1996 by Ernest Newbold and Vicki Newbold
who are personally known to me or have produced _____ as
identification.



Vivian S. Calder
NOTARY PUBLIC, STATE OF Fla.
Print Name: Vivian S. Calder
Commission Exp.: 3-31-99
Commission No.: 468367

RECORDER'S MEMO: Legality of document
unsatisfactory when received.

This Instrument Prepared
by and to be Returned to:

Paul C. Wolfe, Esquire
Jones, Foster, Johnson & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, FL 33401

JUN-28-1989 11:12am 89-182369

ORB 6112 Pg 312

AMENDMENT NO. 2 TO THE
CASSEEKEY ISLAND DOCK CONDOMINIUM
DECLARATION OF CONDOMINIUM

WHEREAS, The Casseekey Island Dock Condominium Declaration of Condominium and exhibits attached thereto is recorded in Official Record Book 5954, at pages 815 through 875, inclusive, as amended by Amendment No. 1 thereto, recorded in Official Record Book 6093, pages 1221 through 1224, inclusive, both of the public records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, § 718.110, Florida Statutes (1987), allows the Developer to amend a Declaration of Condominium without consent of the unit owners and without a certificate of the condominium association; and

WHEREAS, Jonathan's Landing, Inc., a Delaware corporation authorized to do business in the State of Florida, as developer of the Casseekey Island Dock Condominium, wishes to amend the By-Laws of the Casseekey Island Dock Condominium Association, Inc. to change the date of the annual members' meeting of said condominium association, and does hereby execute this instrument for the purpose of so amending the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

A. Section 1 of Article III of the By-Laws of the Casseekey Island Dock Condominium Association, Inc. (Exhibit D to the Declaration) is hereby deleted in its entirety and the following is substituted in lieu thereof:

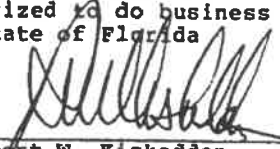
Section 1. Time. The annual members' meeting shall be held at 3:00 p.m. local time, on the fourth Tuesday in February of each year, for the purpose of electing Directors whose terms

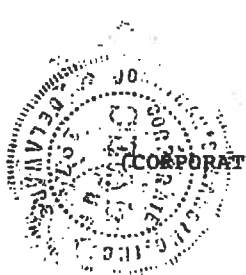
have expired, and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

Except for the Amendment hereinabove set forth, the recorded Declaration shall remain in full force and effect.

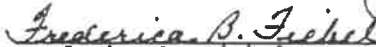
IN WITNESS WHEREOF, Jonathan's Landing, Inc., a Delaware corporation, authorized to do business in the State of Florida, as Developer, has caused these presents to be executed and its seal affixed, this 21st day of June, 1989.

JONATHAN'S LANDING, INC.,
a Delaware corporation
authorized to do business in
the State of Florida

By: 
Robert W. Kiskaddon
President



ATTEST:


Frederica B. Fiebel
Assistant Secretary

MAM06915
6/15/89

This is not a Certified copy

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

ss.

ORB 6112 Pg 314

BEFORE ME, the undersigned authority personally appeared Robert W. Kiskaddon and Frederica B. Piebel, President and Assistant Secretary, respectively, of Jonathan's Landing, Inc., a Delaware corporation authorized to business in the State of Florida, and acknowledged before me that they executed the foregoing instrument in their official capacities as aforesaid on behalf of Jonathan's Landing, Inc., and that the seal affixed hereto is the corporate seal of Jonathan's Landing, Inc.

WITNESS my hand and official seal this 21st day of Dec., 1989.

Keryl L Barrett
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Apr. 8, 1990
Bonded by Western Surety Company



MAM06915
6/15/89

This is not a certified copy

This instrument Prepared by
and to be Returned to:

JUN-28-1989 11:13am 89-182376

Paul C. Wolfe, Esq.

Jones, Foster, Johnston, & Stubbs, P.A. ORB 6112 Pg 343

P.O. Drawer E

West Palm Beach, Florida 33402-3475

**AMENDMENT NO. 2 TO
CASSEEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS**

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and Exhibits attached thereto are recorded in Official Record Book 5878, Pages 1889 through 1922, inclusive, as amended by Amendment No. 1 thereto, recorded in Official Records Book 5901, pages 1680 and 1681, both of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article 9, Amendment provides that the Declaration may be amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendment:

NOW, THEREFORE, THE CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS is hereby amended as follows:

1. Article 8.W. is hereby added to read as follows:

W. Private Docks and Boats. It is contemplated that docks may be built on salt water lots no. 27 through 30, inclusive; 32 through 34, inclusive; 40 through 43, inclusive; 66; 67; and 69 through 71, inclusive, pursuant to the Pier Guidelines as established by J.L. Property Owners Association, Inc.'s Design Control Board and the Official Pierhead Limits Plan, which shall be an extension of the unit's deck area. Maintenance of each private dock shall be the sole responsibility of the Lot Owner and the dock shall at all times be maintained in good repair and appearance. There shall be no open

storage of articles of any nature upon the private docks. Dock boxes of a size and nature as approved by the Design Control Board of J.L. Property Owners Association, Inc. may be installed by the Lot Owner.

All boats docked at Casseekey Island shall be maintained in good repair so as to present an acceptable appearance and be deemed seaworthy. This determination shall be at the sole discretion of the Design Control Board of J.L. Property Owners Association, Inc. There shall be no living aboard any boat while said boat is docked at Casseekey Island, provided, however, that it may be used for occasional overnight sleeping.

Boats shall not be operated in such a manner within the waterway so as to create a wake, but shall be operated at idle speed at all times. Boat motors shall not be run at night so as to create a disturbance to adjoining property owners.

There shall be no flushing of heads or dumping of garbage or other refuse while the boat is docked or at any time while the boat is in the waterway.

It shall not be permissible for any Lot Owner to lease his private dock separately from his Residential Dwelling Unit.

It shall be necessary to obtain an easement from J.L. Property Owners Association, Inc. in connection with the dock, which easement shall be subject to the aforementioned Pier Guidelines as established by the J.L. Property Owners Association, Inc.'s Design Control Board and the Official Pierhead limits plan.

Except for the amendment hereinabove set forth, the recorded CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has executed this Amendment No. 2 to the CASSEEKEY ISLAND AT

JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS this 21st day of June, 1989.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC.

[Signature]
Robert W. Kiskaddon, Director

[Signature]
Robert M. Winter, Director

[Signature]
Craig L. Combs, Director

This is a true and correct copy

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT W. KISKADDON, ROBERT M. WINTER, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 21st day of June, 1989.

[Signature]
Notary Public

My commission expires:

(NOTARY SEAL)

Notary Public, State of Florida
My Commission Expires 06/05/90
Bonded by State of Florida

MAM9D
6/5/88

7 copy



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

This instrument prepared by
and to be returned to:

JUL-19-1989 11:32am 89-203790

Paul C. Wolfe, Esq.
Jones, Foster, Johnston, & Stubbs, P.A. ORB 6134 Pg 1050
505 S. Flagler Drive, Suite 1100
P.O. Drawer E
West Palm Beach, Florida 33402-3475

**AMENDMENT NO. 3 TO
CASSEEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS**

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and Exhibits attached thereto are recorded in Official Record Book 5878, Pages 1889 through 1922, inclusive, as amended by Amendment No. 1, recorded in Official Record Book 5901, pages 1680 and 1681, and Amendment No. 2 recorded in Official Record Book 6112, pages 343 through 345, inclusive, all of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article 9, Amendment provides that the Declaration may be amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendment:

NOW, THEREFORE, THE CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS is hereby amended as follows:

1. Article 8.U. is hereby deleted in its entirety and the following is substituted in lieu thereof:

8.U. Zero Lot Line Walls. There shall be no window or other opening cut in any zero lot line wall, except when such wall is immediately adjacent to a tract, parcel or other area not designated for construction. In such instance, a window or any other type of opening may be built on the zero lot line wall upon securing the concurring express approval of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., of the Design Control Board of the J.L. Property Owners Association, and of all appropriate regulatory governmental agencies.

Except for the amendment hereinabove set forth, the recorded CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has executed this Amendment No. 3 to the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS this 10th day of July, 1989.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.

[Signature]
Robert W. Kiskaddon, Director

[Signature]
Robert M. Winter, Director

[Signature]
Craig L. Combs, Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT W. KISKADDON, ROBERT M. WINTER, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 10th day of July, 1989.

[Signature]
Notary Public

My commission expires



MAM06921
6/29/89

This Instrument Prepared
by and to be Returned to:

Larry S. Alexander, Esquire
Jones, Foster, Johnson & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, Florida 33401

OCT-26-1992 11:35am 92-325314

ORB 7448 Pg 404

WILL CALL #85

AMENDMENT NO. 3 TO THE
CASSEEKEY ISLAND DOCK CONDOMINIUM
DECLARATION OF CONDOMINIUM

WHEREAS, The Casseekey Island Dock Condominium Declaration of Condominium and exhibits attached thereto is recorded in Official Record Book 5954, at pages 815 through 875, inclusive, as amended by Amendment No. 1 recorded in Official Record Book 6093, pages 1221 through 1224, and Amendment No. 2 recorded in Official Record Book 6112, Pages 312 through 314, inclusive, all of public record of Palm Beach County, Florida (collectively the "Declaration"); and

WHEREAS, Article XI of the Declaration provides that the Declaration may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total eligible votes of the Association or, by a written agreement of not less than three-fourths (3/4) of the Owners of the Units, or, until a majority of Directors are elected by Unit Owners other than the Developer, the Declaration may be amended by the affirmative vote of a majority of the Directors; and

WHEREAS, a majority of the Directors have not been elected by Unit Owners other than the Developer; and

WHEREAS, by execution hereof, all of the Directors do hereby acknowledge their unanimous approval of amending Article IV, Section C(4) of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section C(4) Power Columns of Article IV of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

C. Limited Common Elements.

4. Power Columns. The power columns located at the end of each finger pier and at both ends of the T-head are each Limited Common Elements of the two (2) Units they serve in common, except that the power columns serving the two (2) Units closest to the shore, being Unit 15 and Unit 1N, will only serve one such Unit each and are Limited Common Elements of same. Each Unit will have appurtenant thereto as Limited Common Elements the exclusive use of the outlets located on the power columns, as follows: Unit T will have the exclusive use of four (4) 50 AMP AC power outlets, two (2) cable television outlets, and two (2) telephone outlets; and, all of the other Units will each have the exclusive use of two (2) 50 AMP AC power outlets, one (1) cable television outlet, and one (1) telephone outlet. The electrical service for each slip is individually metered. All of the slips are operative, and prior to sale are the responsibility of the Association. At time of closing, the electrical service becomes the responsibility of the buyer. A form to transfer the service to the individual owner will be completed as part of closing. All subsequent electric bills will be submitted directly from Florida Power and Light to the owner.

2. Further, all of the Directors of Casseekey Island Dock Condominium Association hereby join in, consent to, and ratify the following previously recorded amendments to the Declaration:

This is not certified

ORB 7448 Pg 406


Amendment No. 1 recorded in Official Record Book 6093, pages 1221 through 1224, and Amendment No. 2 recorded in Official Record Book 6112, Pages 312 through 314, both of the public records of Palm Beach County, Florida.

The Casseekey Island Dock Condominium Declaration of Condominium, as amended, and all of its terms, conditions, provisions, agreements and covenants, as modified and amended above, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Casseekey Island Dock Condominium Association, Inc., a Florida not-for-profit corporation has caused this Amendment No. 3 to the Casseekey Island Dock Condominium Declaration of Condominium to be executed this 20th day of OCTOBER, 1992.

CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.


Robert W. Kiskaddon, Director


Craig L. Combs, Director


Theresa A. Papageorge, Director

Address as to Directors:
17290 Jonathan Drive
Jupiter, Florida 33477

(CORPORATE SEAL)



This is a Certified Copy

ORB 7448 Ps 407

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of OCTOBER, 1992 by Robert W. Riskaddon as Director, of Casseekey Island Dock Condominium Association, Inc., a Florida not for profit corporation on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

(NOTARY SEAL)

Lucy Ann Keller
Notary Public
Print Name: _____
Lucy Ann Keller
Notary Public
AA 636873

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 4, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of OCTOBER, 1992 by Craig L. Combs as Director, of Casseekey Island Dock Condominium Association, Inc., a Florida not for profit corporation on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

(NOTARY SEAL)

Lucy Ann Keller
Notary Public
Print Name: _____
Lucy Ann Keller
Notary Public
AA 636873

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 4, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of OCTOBER, 1992 by Theresa A. Papageorge as Director, of Casseekey Island Dock Condominium Association, Inc., a Florida not for profit corporation on behalf of said corporation. She is personally known to me or has produced a driver's license as identification and did take an oath.

(NOTARY SEAL)

Lucy Ann Keller
Notary Public
Print Name: _____
Lucy Ann Keller
Notary Public
My commission expires: AA 636873

sdb\ebg\3778-92\amend.3
October 16, 1992

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 4, 1993
BONDED THRU GENERAL INS. UND.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT

This instrument prepared by
and to be returned to:

Paul C. Wolfe, Esq.
Jones, Foster, Johnston, & Stubbs, P.A.
505 S. Flagler Drive, Suite 1100
P.O. Drawer E
West Palm Beach, Florida 33402-3475

NOV-14-1989 04:10pm 89-327729

ORB 6260 Pg 1292

AMENDMENT NO. 4 TO
CASSEEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and Exhibits attached thereto are recorded in Official Record Book 5878, Pages 1889 through 1922, inclusive, as amended by Amendment No. 1, recorded in Official Record Book 5901, pages 1680 and 1681; Amendment No. 2, recorded in Official Record Book 6112, pages 343 through 345, inclusive; and Amendment No. 3, recorded in Official Record Book 6134, Pages 1050 and 1051, all of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Article 9, Amendment provides that the Declaration may be amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendments.

NOW, THEREFORE, THE CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS is hereby amended as follows:

1. The fourth paragraph beginning "WHEREAS" in the preamble is hereby deleted in its entirety and the following is substituted in lieu thereof:

WHEREAS, the Declarant intends to construct and sell the aforementioned residential dwelling units or to sell lots for the construction of residential dwelling units, subject to certain protective restrictions, conditions, limitations, reservations and covenants in order to assure the most beneficial development of CASSEEKEY ISLAND and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment of CASSEEKEY ISLAND or Jonathan's Landing; and

2. Article 1.E. is hereby deleted in its entirety and the following is substituted in lieu thereof:

E. "Lot" shall mean a numbered parcel as shown on and included within the Plat, whether it be an Improved Lot or Unimproved Lot, all as hereinafter defined.

3. A new Paragraph G. is hereby added to Article 1. as follows:

G. "Improved Lot" shall mean a Lot upon which a Residential Dwelling Unit, as hereinafter defined, has been constructed and for which a Certificate of Occupancy has been issued by the appropriate Palm Beach County authority.

4. A new Paragraph H. is hereby added to Article 1. as follows:

H. "Unimproved Lot" shall mean a lot which is vacant or upon which a Residential Dwelling Unit, as hereinafter defined, is under construction, but for which a Certificate of Occupancy has not been issued.

5. Former Paragraphs G. through K., inclusive, under Article 1. are hereby re-lettered to Paragraphs I. through M., inclusive.

6. Article 5.A. is hereby deleted in its entirety and the following is substituted in lieu thereof:

A. It is the intent of the Declarant to develop CASSEEKEY ISLAND into a planned residential development containing single-family residential homes and common properties and facilities for the benefit of the residents therein. Declarant further intends to sell some or all of CASSEEKEY ISLAND by sale of Unimproved Lots. Declarant shall develop CASSEEKEY ISLAND and any purchaser of an Unimproved Lot shall develop such Lot in accordance with this Declaration of Covenants and Restrictions and the Special Land Use Plan pertaining to CASSEEKEY ISLAND and in continuance of its Caribbean style, all in conformity and harmony with the overall plan of development for Jonathan's Landing.

7. In the first lines of Paragraphs C. and D. of Article 7, the word "and" is hereby inserted before the word "obligations", and the words "and liabilities" appearing directly after the word "obligations" in said sections are hereby deleted.

8. Article 7.F. is hereby deleted in its entirety and the following is substituted in lieu thereof:

F. Recognizing that the cost to the Corporation with respect to maintenance of Improved Lots shall be greater than for the maintenance of Unimproved Lots, the rate of general and special assessments against each Lot or Lot Owner within CASSEEKEY ISLAND shall be in the percentage set forth in Exhibit "C" attached hereto and made a part hereof, provided that an Improved Lot shall be assessed a proportionately greater amount than what its

proportionate share would be if it were an Unimproved Lot, as follows:

Let A = Total projected landscaping and irrigation costs of the Lots, if all Lots Improved

Let B = Total projected landscaping and irrigation costs of the Lots, if all Lots Unimproved

Let C = Total projected costs of the Corporation for all expenses except A and B above

Let D = A particular Lot's share per Exhibit "C"

Let E = Total number of Lots within CASSEEKEY ISLAND (70)

Let F = The assessment for a particular Unimproved Lot

Let G = The assessment for a particular Improved Lot

Then, $F = \frac{C}{E} + (DxB)$

and, $G = \frac{C}{E} + (DxA)$

Further, until such time as all of the Lots in CASSEEKEY ISLAND have been conveyed by Declarant, each conveyed Lot's assessment shall be based upon a projection of the estimated total budget for either Improved or Unimproved Lots, as set forth in the formula, of the Corporation at the time all of the Lots have Residential Dwelling Units thereon and have been conveyed by Declarant. Each conveyed Lot shall then be assessed at its respective rate, based on the total number of Lots in CASSEEKEY ISLAND divided into the appropriate projected budget.

Additionally, until such time as all of the Lots have been conveyed by Declarant or when all of Declarant's rights and objections have been transferred to the Corporation, as provided in Section D. of this Article 7, whichever is earlier, Declarant hereby covenants and agrees to pay any portion of the Corporation's expenses incurred which exceed the amount assessed by the Corporation against the other Lot Owners.

Upon receipt of the Certificate of Occupancy for the Residential Dwelling Unit constructed on his Lot, each Owner shall notify the Corporation office of such receipt, such notice to be in writing and delivered within seven (7) days of the issuance of the Certificate of Occupancy.

Further, upon an Owner's notification to the Corporation that the Certificate of Occupancy has been

received for the Residential Dwelling Unit located on the Owner's Lot, the Corporation, through its Directors, shall reassess such Lot as an Improved Lot, which assessment shall be prorated as of the date of the issuance of the Certificate of Occupancy.

9. The last paragraph of Article 7.G.(1), beginning "The manner for computing. . .", is hereby deleted in its entirety.

10. The last paragraph of Article 7.G.(2), beginning "All special assessments. . .", is hereby deleted in its entirety.

11. In the first sentence of Article 7.G.(3), the word "\$150" is hereby deleted and substituted in lieu thereof are the words "the total annual general assessment for the Lot".

12. In the first paragraph of Article 8.A., the word "residents" is hereby deleted and substituted in lieu thereof is the word "Owners".

13. In the second sentence of Article 8.G., the words "owned by members of the Corporation" are hereby deleted.

14. Article 8.H. is hereby deleted in its entirety and the following is substituted in lieu thereof:

H. Electric Cart Storage. Any electric carts must be stored in an enclosed area away from public view.

15. In the second sentence of Article 8.I., the words "by any member of the Corporation" are hereby deleted and the words "the member's" are hereby deleted and substituted in lieu thereof is the word "a".

16. The first two paragraphs of Article 8.J. are hereby deleted in their entirety and the following is substituted in lieu thereof:

J. Maintenance of Exteriors of Structures and Landscaping. The maintenance of all common properties and structures and all exterior landscaping, including the irrigation system, on Lots within JONATHAN'S ISLAND, shall be the obligation of the Declarant, the cost of which shall be assessed against the members of the Corporation as a general assessment. The landscaping on Lots to be maintained by the Declarant shall be that exterior to any enclosing walls, fences, hedges or gates, and shall not include, but not by way of limitation, bath atriums, courtyards or pool areas. Any sprinkler systems and landscaping within said walls, fences, hedges or gates shall be maintained by the individual Lot Owner, as shall all decks, pools, driveways, mail boxes, and walkways appurtenant to the individual Units.

If any privately-owned Residential Dwelling Unit, structure, landscaping or planting shall fall into a state of disrepair, the Declarant reserves the right to enter upon the premises to make such structural repairs or other extraordinary maintenance as it deems

necessary, the cost of which may be assessed against the member as an individual assessment.

Unimproved Lots shall initially be grassed, irrigated and maintained by Declarant; subsequent to the time Declarant's rights and obligations are transferred to the Corporation, the Corporation shall provide such maintenance to Unimproved Lots.

The last sentence of Article 8.Q. is hereby deleted and the following is substituted in lieu thereof:

Any such repair, restoration or rebuilding shall be subject to the approval of the J.L. Property Owners Association, Inc.'s Design Control Board.

18. Article 8.R.(1) is hereby deleted in its entirety and the following is substituted in lieu thereof:

1) Each Owner of an Improved Lot shall be responsible for obtaining fire and other casualty insurance for his Lot, with extended coverage insurance for his Unit, and for the interest of the Declarant, the Lot Owner and his mortgagee as their interests may appear, and all Lot Owners shall obtain liability insurance, all with a company acceptable to the standards set by the Declarant. The said company must be a good and responsible company authorized to do business in the State of Florida. A copy of each policy of insurance in effect shall be available for inspection by the Declarant at reasonable times.

19. A new Article 8.X. is hereby added, as follows:

X. Dock Construction. Unless specifically excepted by Declarant, no construction of a dock or pier or other marine structure shall be commenced adjacent to any Lot until such time as construction of the Residential Dwelling Unit to be situated on said Lot is commenced, and there shall be no use of any such dock or pier or other marine structure, or any storage of boats or other use of a Lot, until such time as the Certificate of Occupancy for the Residential Dwelling Unit constructed on the Lot is issued.

20. A new Article 9 is hereby inserted, as follows:

ARTICLE 9
Design Control Board Approvals

The Design Control Board shall promulgate and enforce guidelines for, and approve plans and placement of, all structures and landscaping to be constructed or placed on the Lots, including any temporary or accessory building or structure.

No building, outside lighting, fence, hedge, wall, walk, screen enclosure, driveway, garage or other

structure or planting shall be erected, constructed, placed or maintained on any Lot, or any part thereof, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, floor plans, color scheme and the location of the same shall have been submitted in duplicate to and approved in writing by the Design Control Board. Approval of said plans and specifications shall be endorsed on both sets, and one set shall forthwith be returned to the Lot Owner.

No bulldozing or clearing of trees or excavation of lakes or pond shall be commenced until the plans, specifications and grading plans showing the nature, kind, shape and location of work to be done shall have been submitted to, and approved in writing by, the Design Control Board and a copy thereof, as finally approved, lodged permanently with the Design Control Board.

The Design Control Board shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons provided such approval is not unreasonably withheld. In so approving such plans, specifications and grading plans, the Design Control Board shall consider the suitability of the proposed buildings, improvement, structure, or landscaping and the materials of which it is to be built, the site upon which the same is proposed to be erected, the harmony thereof with the surroundings, and the effect thereof on the adjacent or neighboring property. The approval of the Design Control Board of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Design Control Board of the right to object to any of the same features or elements embodied in any subsequent plans and specifications submitted for approval for use on any other Lot or Lots.

Unless specifically excepted by the Design Control Board, all improvements for which approval of the Design Control Board is required under the Jonathan's Landing Declaration of Covenants and Restrictions shall be completed within a reasonable time from the date of commencement of said improvements, or within the time set by the Design Control Board. The Design Control Board shall in all cases have the right to determine and designate the building setback lines necessary to conform to the general plan of the land. The Design Control Board's judgment and determination shall be final and binding.

Should the Design Control Board fail to approve or disapprove any plans and specifications submitted to it by a Lot

Owner within thirty (30) days after written request therefor, then such approval of the Design Control Board shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants or restrictions contained in this Declaration of Covenants and Restrictions or the Jonathan's Landing Declaration of Covenants and Restrictions.

Any agent or member of the Design Control Board may at any reasonable time enter and inspect any building or property under construction which is subject to the jurisdiction of the Design Control Board or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements herein is occurring or has occurred.

Prior to the occupancy of any Residential Dwelling Unit constructed or erected on any Lot, the Lot Owner thereof shall obtain written approval from the Design Control Board certifying that the construction thereof has been completed in accordance with the plans and specifications approved by the Design Control Board. The Design Control Board may, from time to time, delegate to a person or persons the right to approve or disapprove the plans and specifications and plot plans and to issue such written approvals.

The Design Control Board shall have the power to adopt a reasonable schedule of fees for processing requests for approval of proposed improvements.

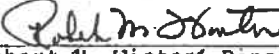
21. Former Articles 9 through 13, inclusive, are hereby re-numbered to Articles 10 through 14, inclusive.

Except for the amendments hereinabove set forth, the recorded CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has executed this Amendment No. 4 to the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS this 9th day of November, 1989.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.


Robert W. Kiskaddon, Director


Robert M. Wintey, Director


Craig L. Combs, Director

This is a copy of the original document.

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT W. KISKADDON, ROBERT M. WINTER, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida Corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 9th day of November, 1989.

Frederica Fickel
Notary Public

My commission expires



WAH100C
10/20/89

This is not a certified copy

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

This instrument prepared by
and to be returned to:

ORB: 6586 Ps 1485

Paul C. Wolfe, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, Florida 33402-3475
Will Call #85

AMENDMENT NO. 5 TO
CASSEEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS and Exhibits attached thereto are recorded in Official Record Book 5878, Pages 1889 through 1922, inclusive, of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS Article 9, Amendment provides that the Declaration may be amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., prior to the first meeting of the members; and

WHEREAS, the first meeting of the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has not yet taken place; and

WHEREAS, by execution hereof, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. does hereby acknowledge its unanimous approval of the following Amendment.

NOW, THEREFORE, THE CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS is hereby amended as follows:

A new Article 8. Y. is hereby added to read as follows:

Y. Building or Wall Encroachment. In any case where a portion or portions of a structure extends two (2") inches or less over a zero lot line into an adjoining Lot, parcel or tract, such intrusion shall be deemed an allowable encroachment into or onto the adjoining Lot, parcel or tract.

Except for the amendment hereinabove set forth, the recorded CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all of its terms, conditions, provisions, agreements and covenants, shall remain in full force and effect.

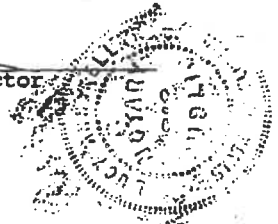
IN WITNESS WHEREOF, the Board of Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc. has executed this Amendment No. 5 to the CASSEEKEY ISLAND AT JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS this 13 day of September, 1990.

CASSEEKEY ISLAND AT JONATHAN'S
LANDING HOMEOWNERS' ASSOCIATION,
INC.


Robert W. Kiskaddon, Director

Robert M. Winter
Robert M. Winter, Director

Craig L. Combs
Craig L. Combs, Director



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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBERT W. KISKADDON, ROBERT M. WINTER, and CRAIG L. COMBS, as the Directors of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and they acknowledged before me that they executed the same on behalf of the Corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 13 day of September, 1990.

Suey Ann Hellow
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES FEB. 4, 1993
REVISED 1-1-80 GENERAL REG. 1500

wah\3778-117\AMD1.DEC
8/29/90

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

This is a certified copy

This Instrument Prepared by
and PLEASE RETURN TO:

Scott A. Stoloff, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014

(561) 655-6224

**THIRD CERTIFICATE OF AMENDMENT TO CASSEEKEY ISLAND DOCK
CONDOMINIUM DECLARATION OF CONDOMINIUM**

THE UNDERSIGNED %Dickinson Management, 400 Toney Penna Drive, Jupiter, FL 33458 certifies that Article ~~XX~~, entitled "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" of the Casseekey Island Dock Condominium Declaration of Condominium, recorded on February 1, 1989 in Official Records Book 5954 at page 815 of the Public Records of Palm Beach County, Florida has been amended as set forth in Exhibit "A" attached hereto.

Dated this ✓ ___ day of June, 1998.

Witnessed by:

Casseekey Island Dock Condominium Association, Inc.

[Signature]
Print Name: Esther De Jesus

By: *[Signature]*
WARREN THOMPSON, President
DON BARNYTE

[Signature]
Print Name: Esther De Jesus

By: *[Signature]*
FRANKLIN J. MORTIMER, Secretary
WILLIAM D. GRAHAM

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

[Signature]
DON BARNYTE AND

BILL GRAHAM

The foregoing instrument was acknowledged before me this 22 day of June, 1998 by WARREN THOMPSON and FRANKLIN J. MORTIMER, the President and Secretary, respectively of Casseekey Island Dock Condominium Association, Inc., who are personally known to me or who have produced as identification and who did not take an oath.

NOTARY PUBLIC
Vivian S. Calder
Notary Public, State of Florida
Commission No. CC 459367
Commission Expires 05/31/99
1-800-3-NOTARY - The Notary Section & Bonding Co.
P.O. Box 51, Fort Lauderdale, Florida 33301-0051

[Signature]
PRINT NAME:
Notary Public, State of Florida
Serial Number:
My commission expires: 05-31-99

CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.**EXHIBIT "A"**

The Casseekey Island Dock Condominium Declaration of Condominium is amended as follows:

1) Declaration Article XII, entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended as follows (The following contains a substantial rewording of Declaration Article XII.A. - C. and Article XII.E - F. See Declaration Article XII.A. - C. and Article XII.E - F for present text):

**XII. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS**

Units may be transferred subject to the provisions of this Article XII.

A. Transfers Not Requiring A Right of First Refusal. A Unit Owner may sell the Owner's Unit to other Unit Owners, to an owner of Casseekey Island residential property, or to the purchaser of the Owner's Jonathan's Landing residence without offering any right of first refusal.

B. Transfers Requiring A Right of First Refusal. If a Unit Owner desires to sell the Owner's Unit to any other person or entity other than those listed in Article XII.A, then the Owner shall comply with the following provisions.

1. Proposed Sale to Jonathan's Landing Resident Other Than Casseekey Island. If a Unit Owner desires to sell the Owner's Unit to an owner of residential property in Jonathan's Landing which is not within Casseekey Island, then the Owner shall comply with the following provisions:

(a) Offer to Casseekey Island Owner. A Unit Owner shall provide owners of Casseekey Island residential property a right of first refusal to purchase the Owner's Unit. Notice of intent to sell the Unit and the right of first refusal shall be accomplished by posting a notice containing the initial posting date on the bulletin board located on the Condominium Property, or at other location(s) designated by an Association director's resolution published in the Association's minute book, and by mailing the notice to all owners of Casseekey Island residential property. The notice shall be posted continuously for at least thirty days.

(1) Notice to Association. Not less than ten days before the Owner posts any notice pursuant to this section, the Owner shall provide a photocopy of the notice to the Association by Certified Mail, Return Receipt Requested, advising the Association of the posting date. Owners are responsible to ensure that the notice is continuously posted for thirty days. After the thirty day period expires the Owner shall mail the Association by Certified Mail, Return Receipt Requested, Owner's affidavit stating that the Owner complied with the notice provisions in Article XII.B.1(a) and that photocopies of any offers made by owners of residential property within Casseekey Island are attached to the affidavit or that no offers were received. The Affidavit must also specify the locations and dates of posting of notices.

(2) Acceptance by Casseekey Island Owner. An owner of residential property within Casseekey Island desiring to exercise the right of first refusal may do so at any time before the Association's right of first refusal expires. The exercise of the right of first refusal by an owner of residential property within Casseekey Island shall take precedence over any other offer. The right shall be exercised by providing notice to the Association by Certified Mail, Return Receipt Requested.

(3) Bona Fide Offer. If a Casseekey Island residential property owner's offer is equal to or greater than the price contained in a bona fide offer from an owner of residential property in Jonathan's Landing which is not within Casseekey Island, then the Unit Owner must accept the Casseekey Island residential property owner's offer.

(4) All Offers. The Owner shall forward to the Association by Certified Mail, Return Receipt Requested, photocopies of all offers received by the Unit Owner, and any objections or acceptance which the Unit Owner has to any offer, within seventy-two hours of receiving an offer.

(5) Multiple Offers. If an Owner receives more than one offer from an owner of Casseekey Island residential property to purchase the Owner's Unit, then the Owner shall decide which offer to accept.

(b) Offer to Association. If no Casseekey Island residential property owner invokes the right of first refusal within thirty days after the date the notice is posted, then the Unit Owner shall provide the Association a right of first refusal to purchase the Owner's Unit. The Unit Owner shall provide the Association notice of the intended Unit sale by Certified Mail, Return Receipt Requested, and include a photocopy of the bona fide sales contract.

(1) Acceptance by Association. The Association shall have ten days from the date the Unit Owner's notice is received within which to exercise its right of first refusal.

(2) Bona Fide Offer. If the Association's offer is equal to or greater than the price contained in the bona fide sales contract from an owner of residential property in Jonathan's Landing which is not within Casseekey Island, then the Unit Owner must accept the Association's offer.

(3) Assessment. If the Association purchases the Unit, then the purchase price shall be a special assessment assessed against all Owners, including the selling Owner.

(c) Non-Exercise of Right. If neither an owner of residential property within Casseekey Island nor the Association exercise a right of first refusal, then the Owner may sell the Unit to the owner of residential property in Jonathan's Landing which is not within Casseekey Island.

2. Proposed Sale to Person or Entity Not Owning a Residence Within Jonathan's Landing. If a Unit Owner desires to sell the Owner's Unit to a person or entity that does not own residential property in Jonathan's Landing, then the Owner shall comply with the following provisions:

(a) Casseekey Notice. An Owner shall provide notice of intent to sell the Unit as set forth in Article XII.B.1(a) and follow the provisions in Article XII.B.1(a) (1) through (5). If no owner of a residence within Casseekey Island exercises the right of first refusal within thirty days after the notice is posted, then the Owner shall comply with the following provisions.

(b) Jonathan's Landing Notice. An Owner shall provide a notice of intent to sell the Unit to owners of residential property in Jonathan's Landing pursuant to the same procedures set forth in Article XII.B.1(a), and by mailing the notice to all owners of residential property in Jonathan's Landing but not in Casseekey Island.

(1) Notice to Association. Not less than ten days before the Owner posts any notice pursuant to this section, the Owner shall provide a photocopy of the notice to the Association by Certified Mail, Return Receipt Requested, advising the Association of the posting date. Owners are responsible to ensure that the notice is continuously posted for thirty days. After the thirty day period expires the Owner shall mail the Association by Certified Mail, Return Receipt Requested, Owner's affidavit stating that the Owner complied with the notice provisions in Article XII.B.1(a) and that photocopies of any offers made by owners of residential property within Jonathan's Landing are attached to the affidavit or that no offers were received. The Affidavit must also specify the locations and dates of posting of notices.

(2) Acceptance by Jonathan's Landing Owner. An owner of residential property within Jonathan's Landing desiring to exercise the right of first refusal must do so within thirty days after the date the notice is posted. The right shall be exercised by providing notice to the Association by Certified Mail, Return Receipt Requested.

(3) Bona Fide Offer. If a Jonathan's Landing residential property owner's offer is equal to or greater than the price contained in a bona fide offer from a person or entity that does not own residential property in Jonathan's Landing, then the Unit Owner must accept the Jonathan's Landing residential property owner's offer.

(c) Acceptance. The Owner shall forward to the Association by Certified Mail, Return Receipt Requested, photocopies of all offers received by the Owner, and any objections or acceptance which the Owner has to any offer, within seventy-two hours of receiving an offer.

(d) Multiple Offers. If an Owner receives more than one offer from an owner of residential property within Jonathan's Landing but not within Casseekey Island to purchase the Owner's Unit, then the Owner shall decide which offer to accept.

(e) Association Notice. If no owner of residential property within Jonathan's Landing but not within Casseekey Island invokes the right of first refusal, then the Unit Owner shall provide the Association a right of first refusal pursuant to the provisions in Article XII.B.1(b).

C. Offer to Others. If an Owner does not contract to sell the Owner's Unit pursuant to the provisions in Article XII.B, then an Owner may sell the Owner's Unit to any person or entity.

D. [Present paragraph entitled "The Fair Market Value" intentionally deleted.]

E. Leases of Units. Units may only be leased to other Unit Owners, to owners of residential property within Casseekey Island, to the owners of other residential property within Jonathan's Landing, or to the Association. Leases are subject to the Association's written approval. The Association is not obligated to lease a Unit or to find a tenant for a Unit. Sub-leasing is prohibited. Only two leases are permitted per twelve month period per Unit and each lease term must be for at least thirty consecutive days. Units when leased shall only be used by the tenant, the tenant's family and guests. Transient use of Units is prohibited.

F. Association's Consent.

1. Sale of Unit. Provided the procedures established in Article XII have been followed, the Association's Board of Director shall automatically give its consent to sale of a Unit within ten days of receipt of written notice from the Unit Owner of the Owner's intent to sell, together with a copy of the executed contract for such sale and purchase, and any other information the Board of Directors may reasonably request. The consent of the Association's Board of Directors which shall be obtained prior to the closing of any sale of a Unit, shall be in recordable form. If the Board of Directors fails to act within the time provided, then the Association's Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval in recordable form. No conveyance of title shall be deemed valid without the consent of the Board of Directors.

2. Lease of Unit. Any owner making a lease of a Unit shall submit to the Association a bona fide lease, and any other information required by the Association.

(a) Executed leases must be received by the Association at least thirty days before the proposed lease date. The Association shall approve or disapprove a lease within thirty (30) days of submitting the lease and all other required information to the Association. No lease shall be effective nor shall occupancy of the Unit be permitted unless the Association has first provided written approval of the lease to the member. If the lease is not approved, then the lease is deemed denied. If the lease is denied, then any lease shall be void. The Board's determinations shall be final.

(b) Leases shall be subject to the provisions in the Association's "governing documents", as amended from time to time.

2) Declaration Article XVI entitled "Property Owners Association" is amended as follows (the language added is underlined; and the language deleted is ~~struck-out~~):

... The expense of fulfilling the obligations imposed upon it by the Jonathan's Landing Declaration of Covenants and Restrictions will be borne by the members of the Property Owners Association as set forth in the Articles of Incorporation and By-Laws of the Property Owners Association. The Property Owners Association will periodically assess its members and any Unit Owner who does not own a Jonathan's Landing residence in an amount sufficient to defray its expenses, but shall not assess Unit Owners herein, who own a Jonathan's Landing residence, except as they may be assessed by virtue of their ownership of residential property within Jonathan's Landing.

3) Declaration Article XX entitled "Use of Units" is amended as follows (the language added is underlined; and the language deleted is struck-out):

Only pleasure Vessels, in good condition and under their own power, shall be admitted to the Condominium Property, ~~except that, Commercial vessels and vessels used for a commercial or business purpose which are not for pleasure may shall~~ be admitted to the Condominium Property only for the purpose of when necessary for maintenance of to the Condominium Property only.

F:\WP51\FORMS\AMEND\00931.EXA

This is not a certified copy

Prepared By & To Be
Returned To:
Paul C. Wolfe, Esq.
JONES, FOSTER, JOHNSTON, & STUBBS, P.A.
P.O. Drawer E
Suite 1100
505 South Flagler Drive
West Palm Beach, FL 33402

DEC-15-1988 11:07am 88-346791

ORB 5904 Pg 33

Con 10.00 Doc .55
JOHN B DUNKLE, CLERK - PB COUNTY, FL

GRANT OF DRAINAGE EASEMENT

JONATHAN'S LANDING, INC., a Delaware corporation authorized to do business in the State of Florida, with offices at 17290 Jonathan Drive, Jupiter, Florida, and hereinafter referred to as "Grantor," for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, does hereby grant, convey and give to the CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, with offices located at 17290 Jonathan Drive, Jupiter, Florida and hereinafter referred to as "Grantee," its licensees, agents, successors and assigns, the following easement, to-wit:

A non-exclusive surface and sub-surface easement to Grantee and its permittees for ingress, egress and regress to vehicles and pedestrians for the construction and maintenance of drainage facilities upon the following parcel of real property located in Palm Beach County, Florida, to-wit:

A 12 foot drainage easement lying to Tract "L," as shown on the Plat of Casseekey Island at Jonathan's Landing P.U.D., as recorded in Plat Book 59, Pages 15-17, Public Records of Palm Beach County, Florida. Said easement lying 6.0 feet on each side of the following described centerline.

Commencing at the Northeasterly corner of said Tract "L," said point lying on the Southerly right-of-way line of Casseekey Island Road, as shown on said Plat and being on a curve concave to the Southeast, having a radius of 367.47 feet; thence Southwesterly along the arc of said curve through a central angle of 00 53'11", a distance of 5.68 feet to the POINT OF BEGINNING of the herein described centerline; thence departing said right-of-way line, S 38 43'25" E, a distance of 65.03 feet;

thence S 26°08'58" W, a distance of 122.54 feet to the POINT OF TERMINATION of the herein described centerline.

The Grantee, by acceptance of the easement contained herein, does hereby agree to maintain said easement and to indemnify and hold the Grantor harmless from any loss or claim, including reasonable attorneys' fees, incurred by the Grantor, resulting from Grantee's use of the easement described herein.

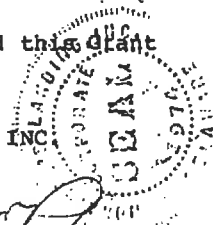
Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

This Agreement shall be binding upon the legal successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 12th day of October, 1988.

Signed, Sealed And Delivered In the Presence Of:

JONATHAN'S LANDING, INC



Cheryl L. Hobas

By: *Richard W. Plowman*
Richard W. Plowman, as Attorney-in-Fact pursuant to that certain Power of Attorney recorded in Official Record Book 5124, Page 1976, Public Records of Palm Beach County, Florida.

Frederica Fishel

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard W. Plowman as Attorney-in-Fact for Jonathan's Landing, Inc., a Florida corporation, and acknowledged before me that he executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal in the Country and State last aforesaid this 12th day of October, 1988.

Frederica Fishel
Notary Public

(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 10/31/92
SIGNED THIS 12th DAY OF OCTOBER, 1988

IN WITNESS WHEREOF, the Grantee has executed this Grant of Drainage Easement this 12th day of October, 1988.

Signed, Sealed And Delivered In The Presence Of: CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC.

By: [Signature] Robert W. Kiskaddon, Vice President

[Signature]

ATTEST:

By: [Signature] Craig L. Combs, Secretary/Treasurer

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

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert W. Kiskaddon and Craig L. Combs, as President and Secretary/Treasurer, respectively, of Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

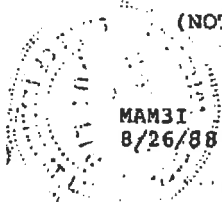
WITNESS my hand and official seal in the Country and State last aforesaid this 12th day of October, 1988.

[Signature] Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA

(NOTARY SEAL)



COPIED COPY

WC
85

This Instrument Prepared by,
and to be Returned to:
Paul C. Wolfe, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
P.O. Drawer E
West Palm Beach, FL 33402-3475

NOV-21-1988 03:31pm 88-323055

ORB 5878 Pg 1889

THIS INSTRUMENT IS A PUBLIC RECORD

CASSEKEY ISLAND AT JONATHAN'S LANDING
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, JONATHAN'S LANDING, INC., a Delaware corporation, hereinafter referred to as "Declarant" is the owner of a certain tract of land, known as "CASSEEKEY ISLAND AT JONATHAN'S LANDING"; and

WHEREAS, CASSEEKEY ISLAND AT JONATHAN'S LANDING is a parcel of land located within those lands known as Jonathan's Landing; and

WHEREAS, the Declarant desires to create on CASSEEKEY ISLAND AT JONATHAN'S LANDING a planned residential development, consisting of single family detached homes, which residential development is designed to be in harmony with the integrity of Jonathan's Landing and which shall be hereinafter called "CASSEEKEY ISLAND"; and

WHEREAS, the Declarant intends to construct and sell the aforementioned residential dwelling units, subject to certain protective restrictions, conditions, limitations, reservations and covenants in order to assure the most beneficial development of CASSEEKEY ISLAND and to prevent any such use thereof as might tend to diminish the value or pleasurable enjoyment of CASSEEKEY ISLAND or Jonathan's Landing; and

WHEREAS, the Declarant intends to assign or delegate certain rights and obligations under this Declaration of Covenants and Restrictions, and make conveyances of certain common properties to be constructed within CASSEEKEY ISLAND, to the CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Corporation").

NOW, THEREFORE, the Declarant hereby declares that certain covenants and restrictions are imposed upon CASSEEKEY ISLAND as set forth in the Articles below.

ARTICLE 1
Definitions

For the purposes of the Declaration of Covenants and Restrictions, the following terms shall have the following definitions:

A. "CASSEEKEY ISLAND" shall mean the property subject to this Declaration of Covenants and Restrictions as described in Article 2, and shall include all of CASSEEKEY ISLAND AT JONATHAN'S LANDING, P.U.D., less the property of the Dock Condominium, being Tract "L" as shown on the Plat, both as hereinafter defined.

B. "Corporation" shall mean Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., the Florida corporation not for profit which shall enforce this Declaration of Covenants and Restrictions.

C. "Declarant" shall mean Jonathan's Landing, Inc., a Delaware corporation authorized to do business in the State of Florida, the present owner of CASSEEKEY ISLAND, its successors or assigns. In the event that the rights and duties granted or imposed upon CASSEEKEY ISLAND are assigned as provided in this Declaration of Covenants and Restrictions, then the Declarant shall mean the Corporation and/or any committee, employee, delegatee or assignee thereof with regard to any rights or duties assigned, or the J.L. Property Owners Association, Inc. and/or any committee, employee, delegatee or assignee thereof with regard to any rights or duties assigned, as appropriate. Whenever the word "Declarant" is used with reference to maintenance of any property herein, it shall be deemed to refer to CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC.

D. "Dock Condominium" shall mean the Casseekey Island Dock Condominium, a non-residential condominium, a portion of which shall comprise Tract "L" of CASSEEKEY ISLAND AT JONATHAN'S LANDING, pursuant to the Declaration of Condominium thereof, as recorded or to be recorded in the Public Records of Palm Beach County, Florida.

E. "Lot" shall mean a numbered parcel as shown on, and included within, the Plat, as herein defined, and shall include, where applicable, the Residential Dwelling Unit (as hereinafter defined) located thereon.

F. "Lot Owner" or "Owner" shall mean the holder or holders of the fee simple title to a Lot, as herein defined.

G. "Plat" shall mean the Plat of CASSEEKEY ISLAND AT JONATHAN'S LANDING P.U.D., as recorded in Plat Book 59, Pages 15, 16, and 17, of the Public Records of Palm Beach County, Florida.

H. "Residential Dwelling Unit" or "Unit" shall mean a structure situated upon a Lot, as herein defined, designated and intended for use and occupancy as a residence by a single family.

I. "Replat" shall mean a Replat of a Portion of Casseekey Island at Jonathan's Landing P.U.D., as recorded in Plat Book 60, pages 111 and 112, of the Public Records of Palm Beach County, Florida.

J. "Special Land Use Plan" shall mean the land use plan applicable to CASSEEKEY ISLAND AT JONATHAN'S LANDING, as approved by Declarant or J.L. Property Owners Association, Inc., a Florida corporation not for profit and its Design Control Board, in accordance with the Jonathan's Landing Declaration of Covenants and Restrictions, as recorded in Official Record Book 2976, at Page 304; as amended in: Official Record Book 3516, at Page 753; Official Record Book 3992, at Page 1551; Official Record Book 4249, at Page 1703; Official Record Book 4778, at Page 1697; Official Record Book 4884, at Page 1715; Official Record Book 5220, at Page 1754; Official Record Book 5387, at Page 1834; Official Record Book 5439, at Page 1466; Official Record Book 5565, at Page 1506; and Official Record Book 5565, at Page 1467, all of the Public Records of Palm Beach County, Florida, and in particular shall incorporate the land use plan as set forth in the Plat, the site plan of CASSEEKEY ISLAND, and any guidelines adopted by the Declarant or the Corporation, whether the same shall be applicable to all of CASSEEKEY ISLAND or shall be applicable to certain phases thereof.

K. Other definitions as contained in the Jonathan's Landing Declaration of Covenants and Restrictions are adopted herein.

ARTICLE 2
Property Subject to Declaration

The property subject to this Declaration of Covenants and Restrictions shall be those lands described as CASSEEKEY ISLAND AT JONATHAN'S LANDING P.U.D. as recorded in Plat Book 59 at Pages 15, 16 and 17, of the Public Records of Palm Beach County, Florida, less Tract "L" thereof and shall include changes reflected in a Replat of a Portion of Casseekey Island at Jonathan's Landing P.U.D., as recorded in Plat Book 60, at pages 111 and 112, of the Public Records of Palm Beach County, Florida.

ARTICLE 3
General Use of Land

The land within CASSEEKEY ISLAND shall only be used in conformity with the Special Land Use Plan pertaining to CASSEEKEY ISLAND, the Jonathan's Landing Declaration of Covenants and Restrictions and all amendments thereto, and this Declaration of Covenants and Restrictions, as it may be amended from time to time.

ARTICLE 4
Duration

This Declaration of Covenants and Restrictions and any amendments hereto shall run with, and bind, the real property subject to these covenants and restrictions until January 1, 2035, at which time they shall terminate and be of no further force and effect.

ARTICLE 5
Intentions

A. It is the intent of the Declarant to develop CASSEEKEY ISLAND into a planned residential development, containing single-family residential homes and common properties and facilities for the benefit of the residents therein, in accordance with this Declaration of Covenants and Restrictions and the Special Land Use Plan pertaining to CASSEEKEY ISLAND, all in conformity and harmony with the overall plan of development for Jonathan's Landing.

B. In order to effectuate the intent of the Declarant, this Declaration of Covenants and Restrictions is intended to establish general and special protective restrictions and administrative procedures applicable to the development of, and activities within, CASSEEKEY ISLAND.

ARTICLE 6
Conflicts

In the event that there is conflict between the Special Land Use Plan, this Declaration of Covenants and Restrictions, and the Jonathan's Landing Declaration of Covenants and Restrictions and all amendments thereto, the latter shall prevail. However, it is the intent that the aforementioned documents be construed together in pari materia whenever possible and wherever reasonable.

ARTICLE 7
Homeowners Association

For the purpose of enforcing this Declaration of Covenants and Restrictions, fulfilling all obligations, and enabling the property owners and residents within CASSEEKEY ISLAND to have a fair and equitable manner of governing the activities within, and the use and maintenance of, CASSEEKEY ISLAND, the Declarant has caused to be established a homeowners'

association entitled CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter the "Corporation").

A. A copy of the Articles of Incorporation and the By-Laws of the Corporation are attached hereto and made a part hereof by reference as Exhibits "A" and "B" respectively, and all powers, rights, privileges and duties granted to or imposed upon the Corporation or its members are specifically incorporated into this Declaration of Covenants and Restrictions by reference.

B. Upon the conveyance in fee title of any Lot within CASSEEKEY ISLAND, and the recording of the instrument of conveyance of the same in the Public Records of Palm Beach County, Florida, any person or corporation gaining such interest shall become a member of the Corporation and shall be entitled to all incidents of membership and shall be burdened by all obligations and responsibilities of membership in the Corporation, as provided in the Articles of Incorporation and By-Laws of the Corporation.

C. All rights, privileges, powers, duties, obligations and liabilities granted to the Corporation members are further incorporated herein by reference and made a part hereof. Further, any amendment of the Articles of Incorporation or By-Laws of the Corporation shall automatically be deemed an amendment, modification or alteration of this Declaration of Covenants and Restrictions.

D. All rights, privileges, powers, duties, obligations and liabilities currently granted to, or vested in, the Declarant by virtue of this Declaration of Covenants and Restrictions shall automatically be transferred, conveyed, assigned and/or delegated to the Corporation when all the Lots shown on the Plat are conveyed from the Declarant and the Declarant no longer holds record fee title thereto, or Declarant no longer holds any Lots for sale in the ordinary course of business. However, this does not preclude the Declarant from transferring, conveying, assigning, and/or delegating by right, privilege, power, duty, obligation or liability created by this Declaration of Covenants and Restrictions, in part or otherwise, to the Corporation prior to that time.

E. The power to make and collect assessments, whether the same be general assessments, special assessments, or individual assessments, granted to the Corporation as set forth in the Articles of Incorporation and the By-Laws, are specifically incorporated into this Declaration of Covenants and Restrictions by reference and made a part hereof.

F. The percentage share of general and special assessments for each Lot shall be as shown on Exhibit "C" attached hereto and made a part hereof.

G. The purposes and basis of the aforementioned assessments are as follows:

(1) General Assessments: General Assessments shall be made annually, and collected no less frequently than quarterly, for the purpose of maintenance and management of the Corporation and the maintenance and management of property acquired by the Corporation and privately owned property, the maintenance of which is the obligation of the Corporation.

Maintenance and management expenses shall include, but need not be limited to, the cost and expense of operation, maintenance and management of the Corporation, its property, and privately owned property, the maintenance of which is the obligation of the Corporation; property taxes and assessments against the Corporation's property; insurance premiums for fire,

windstorm, and extended coverage insurance on the Corporation's real and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Corporation's property and the Corporation; maintenance, repairs and replacement of the Corporation's property; charges for utilities, and water used by the Corporation; cleaning services; expenses and liabilities incurred by the Corporation in and about the enforcement of its rights and duties against members or others; and the creation of reasonable cash reserves for contingencies to protect the members and the property; maintenance requirements of the security system, and all other expenses deemed by the Board of Directors of the Corporation (hereinafter referred to as "Board of Directors") to be necessary and proper for the management, maintenance and repair of said property.

The Corporation shall annually estimate the amount of expenses it expects to incur and the period of time involved therein, and may assess its members sufficient monies to meet this estimate. Should the Corporation, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional general assessments to meet such needs of the Corporation.

The manner for computing the general assessments is as follows: Each platted residential Lot shall pay budgeted expenses equally on a yearly basis with the exception of costs for landscaping, irrigation and maintenance. Eighty-seven percent (87%) of the costs of landscaping, irrigation and maintenance shall be paid in the percentage as set forth in Exhibit "C" attached hereto and made a part hereof.

(2) Special Assessments: The Board of Directors may levy a special assessment for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to Corporation property; and the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto.

Any special assessment shall have the approval of the membership of the Corporation, said approval to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of a majority of the members voting in person or by proxy.

All special assessments shall be paid equally by each lot owner, except for special assessments pertaining to landscaping, irrigation and maintenance, which shall be assessed in accordance with the percentages set forth in Exhibit "C" hereto.

(3) Individual Assessments: Pursuant to the Corporation's power and authority to enforce these covenants, restrictions and regulations and the powers granted pursuant to this Declaration of Covenants and Restrictions, the Board of Directors may separately assess members an individual assessment in an amount not to exceed \$150 or the cost to the Corporation, whichever is greater. Individual assessments are collectible in a manner determined by the Board of Directors, and may be levied for violations of the rules and regulations promulgated by the Corporation, and for any maintenance, repair or restoration of any Residential Dwelling Unit which is the responsibility of a Lot Owner, but which is performed by the Corporation pursuant to its enforcement powers.

H. Prior to the first meeting of the members as described in the Articles of Incorporation and the By-Laws of the Corporation, the Declarant shall have the right to establish a maximum assessment on any Lot within CASSEEKEY ISLAND or to waive the assessment thereof. This reserved right may be exercised at the Declarant's sole discretion and may be discriminatory.

I. The Corporation has the specific right and power, as set forth in its Articles of Incorporation and By-Laws; upon default of an installment, to accelerate the remaining installments of any assessment for the fiscal year upon proper notice to the defaulting member of the Corporation. Thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice.

J. Each of the Lots and the respective Units constructed thereon within CASSEEKEY ISLAND is automatically subject to a lien and a permanent charge in favor of the Corporation for general assessments, special assessments, and individual assessments. Any and all of the assessments together with interest thereon, if any, constitute a permanent charge upon, and a continuing lien on, the Lot to which the assessment relates and such permanent charge and lien shall bind such Lot in the hands of any and all persons.

K. Assessments shall be due and payable and collected as set forth in the Articles of Incorporation and the By-Laws of the Corporation.

L. The lien of any assessment provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to the assessment. In the event of foreclosure of said mortgage or mortgages, such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the foreclosure of the mortgage. Such subordinated assessments shall be deemed to be a Corporation expense and shall be assessed against all the Lot Owners, including the acquirer of title at such sale or transfer. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due or from the lien of any subsequent assessment.

ARTICLE 8

Special Protective Restrictions

A. Common Properties and Facilities. It is the intent of the Declarant to construct certain structures, improvements, and properties in conjunction with the development of CASSEEKEY ISLAND for the benefit of residents therein, as follows:

(1) A road system throughout CASSEEKEY ISLAND, as shown on the Plat as "Casseekey Island Road" and Tracts "M", "N", "O", "P" and "Q", and Tract "R" in the Replat.

(2) Landscape Parcels, as shown on the Plat as Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" and "K".

The aforementioned improvements or properties, are dedicated to and shall be conveyed to CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC., its assignees or delegates for the use, enjoyment and benefit of the members thereof, and the maintenance thereof is the perpetual obligation of the Corporation, and its successors and assigns, without recourse to Palm Beach County, Florida. Said transfers or conveyances must be made at or before the time when all rights, privileges, powers, duties, obligations and liabilities currently vested in the Declarant pursuant to this Declaration of Covenants and Restrictions are automatically transferred, conveyed, assigned and/or delegated to the Corporation pursuant to this Declaration of Covenants and Restrictions. However, this does not preclude the Declarant from conveying said improvements and properties to the Corporation before that time.

All of said properties and facilities conveyed to the Corporation are deemed common properties of the Corporation for the purpose of general assessments.

B. Roads. The road system running throughout CASSEEKEY ISLAND, as shown on the Plat as "Casseekey Island Road"

and Access Tracts "M" through "Q", inclusive, and in the Replat. as Tract "R", and which include an entranceway at Casseekey Island Road, shall be deemed a common property of the Corporation for the purposes of this Declaration of Covenants and Restrictions for the use, maintenance, and enjoyment of the members, and shall become the property thereof upon the aforementioned conveyance.

J. L. Property Owners Association, Inc. and its members shall be granted an easement over the road system within CASSEEKEY ISLAND for use in conformity with that use for roads and promenades set out in the Jonathan's Landing Declaration of Covenants and Restrictions.

C. Landscape Parcels. Those areas depicted as Tracts "B", "D", "F", "G", "H" and "K", inclusive, on the Plat of CASSEEKEY ISLAND shall be maintained as landscaped open space and no structure may be placed or constructed thereon.

For the purposes of this Declaration of Covenants and Restrictions, the same shall be deemed a common property for the use, maintenance and enjoyment of the members of the Corporation and shall become the property thereof upon the aforementioned conveyances to the Corporation.

D. Landscape Islands. The landscape islands shown as Tracts "A", "C", "E", "I" and "J" on the Plat shall be deemed common property of the Corporation for the purposes of this Declaration of Covenants and Restrictions and the use, maintenance and enjoyment of the members of the Corporation and shall become the property thereof upon the aforementioned conveyance to the Corporation.

E. Easements.

(1) Utility Easements. Declarant hereby specifically reserves ten foot (10') wide utility easements parallel to and within a lot line of each of Lots 4 through 30, inclusive, and Lots 66, 67, 68 and 71, and on Tracts "B", "D", "F", "G", "H", and "K", all as shown on the Plat. Declarant further reserves eight foot (8') wide utility easements parallel to and within a lot line of each of Lots 1 through 4, inclusive, Lots 31 through 65, inclusive, and Lots 68 through 71, inclusive, and on Tracts "B", "D", "F" and "G" all as shown on the Plat and the Replat. The utility easements shall be for the purposes of installation and maintenance of electricity, gas, telephone and any similar facility deemed necessary by the Declarant for the service of CASSEEKEY ISLAND. Said easements shall also be for the installation of cable television facilities and the WATCH System. The Declarant further reserves the right to assign the use of said easements to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned. No structure shall be built upon the easements thus reserved, and said easement property shall at all times be open to Declarant, its assigns and any public service corporation and franchised cable television or utility providers which may require the use of said easements. In addition, the utility easements may be utilized for drainage purposes and for the installation and maintenance of street lighting. Mailboxes shall also be placed within those easements.

(2) Drainage Easements. Declarant hereby specifically reserves for itself two foot (2') wide drainage easements parallel to and within a lot line of each of Lots 1 through 4, inclusive, Lots 31 through 65, inclusive, and Lots 68 through 71, inclusive, and across portions of Tracts "I" and "J", all as shown on the Plat and the Replat. Declarant further specifically reserves for itself three (3) twelve foot (12') wide drainage easements having a centerline parallel to the boundary lines between Lots 8 and 9, Lots 14 and 15, and Lots 25 and 26,

and across said Lots, each such twelve foot (12') wide drainage easement widening to a fifty foot (50') wide drainage easement at a point on the centerline of each such easement twenty feet (20') in from the waterside boundary of said Lots and extending to said waterside boundaries, except that the fifty foot (50') wide drainage easement across the boundary of Lots 25 and 26 shall begin at a point on the centerline of said boundary line approximately 23.2' in from the waterside boundary and the fifty foot (50') wide drainage easement shall encumber unequal portions of said Lots 25 and 26.

(3) Reciprocal Maintenance Easements. Declarant hereby specifically reserves a three foot (3') wide reciprocal maintenance easement across one side each of Lots 32 through 36, inclusive, Lots 38 through 46, inclusive, Lots 48 through 64, inclusive, and across portions of Tracts "D", "F", "G" and "H".

(4) Lift Station Easement. There is shown within Tract "G" on the Plat and on the Replat a twenty by 66.43 foot (20' x 66.43') lift station easement dedicated in perpetuity to the Loxahatchee River Environmental Control District, its successors and assigns (the "District"), for the construction and operation of a lift station. Declarant hereby declares that the District shall have an easement over Casseekey Island Road, as shown on the Plat, for access to the lift station.

(5) Maintenance Easement. Declarant hereby grants to each Owner of a zero lot line Lot a maintenance easement over the Lot or Tract adjoining the Lot Owner's zero lot line wall (the wall of the Lot Owner's residence constructed on the property line) for the maintenance of said zero lot line wall. The specific maintenance easements shall be five (5') foot wide easements located in conjunction with the Reciprocal Maintenance Easements shown on the Plat and the Replat.

A Lot Owner shall have the right at all reasonable times and after prior notice to enter upon the easement area appurtenant to his Lot, in order to perform work relating to the maintenance of the zero lot line wall. Nothing shall be placed within the easement area which would block access to the easement area.

(6) Salt Waterway Easement. Declarant hereby grants to the J.L. Property Owners Association, Inc. a five (5') foot wide maintenance easement which shall be adjacent to and shall run the length of the northern, western and southern boundaries of CASSEEKEY ISLAND fronting on the salt waterway. No structure shall be built upon the easement thus reserved, and said easement property shall at all times be open to Declarant and its assigns and the J.L. Property Owners Association, Inc., and its assigns, to maintain said salt waterway and its banks.

(7) Dock Condominium Easements. Declarant hereby grants, and the Corporation shall grant by separate instrument or instruments, to the unit owners in the Casseekey Island Dock Condominium, their families, guests and lessees, and to the Casseekey Island Dock Condominium Association, Inc. and its agents and assigns, the following easements:

(a) An easement for ingress and egress over and across Casseekey Island Road, Access Tract "O" and Tract "K", as shown on the Plat, for purposes of access to the Dock Condominium property; and

(b) An easement on Tract "K", as shown on the Plat, for purposes of construction and maintenance of the pier which shall comprise a portion of the Dock Condominium property and which shall abut said Tract "K".

F. Maintenance of Common Areas, Facilities, Outdoor Furniture and Landscaping. The maintenance of any common areas, facilities, outdoor furniture, pumps, sprinkler systems, pump covers, and landscaping, including the roads and street lighting, are hereby deemed the obligation of the Declarant, which obligation may be assigned at some time in the future to the Corporation. The landscaping maintained shall be that exterior to any walls, fences or gates. The cost thereof shall be assessed against the members of the Corporation as a general assessment and may be so assessed prior to any conveyance of said properties to the Corporation. The Declarant shall retain the right to maintain the utility and television distribution systems in the event that such systems are not properly maintained by the utility companies or such organizations as are primarily responsible for this maintenance. Declarant shall retain the right to assess the members of the Corporation for the cost of such maintenance, such assessment to be a special assessment.

G. Parking. There shall be no "on street" parking of vehicles within CASSEEKEY ISLAND. Parking of vehicles owned by members of the Corporation shall be allowed only in areas designated by the Declarant and in garages provided at the individual Residential Dwelling Units. The doors to said garages must be kept closed except when they must be opened to allow access to, or removal of, vehicles. Driveways may be used only for temporary or guest parking.

H. Electric Cart Storage. Each individual Residential Dwelling Unit shall be provided with an electric receptacle for recharging an electric or non-fossil fuel powered cart within the enclosed garage. Such carts must be stored in the area designated for electric cart storage.

I. Pets. Dogs, cats, and other common household pets may be kept, provided they are not raised, bred or kept for any commercial purpose. No dogs owned or kept by any member of the Corporation within CASSEEKEY ISLAND shall be allowed to roam or otherwise be let out of the member's Residential Dwelling Unit without a leash and in the custody of an individual. Every Owner shall be responsible for immediately cleaning up private property and Corporation property after use by his pet.

In no event shall any pet become a nuisance or a disturbance to any other Lot Owner. Should a complaint be made by any Lot Owner to the Board of Directors as to a disturbance caused by any pet kept in any Residential Dwelling Unit, such pet shall no longer be permitted to be kept in such Residential Dwelling Unit upon notice to the Lot Owner thereof to that effect.

J. Maintenance of Exteriors of Structures and Landscaping. The maintenance of all exteriors of structures and landscaping within CASSEEKEY ISLAND, including Residential Dwelling Units, except as to exterior painting, and common properties, shall be the obligation of the Declarant, the cost of which shall be assessed against the members of the Corporation as a general assessment. The landscaping maintained shall be that exterior to any walls, fences, or gates. Any sprinkler systems and landscaping within said walls, fences or gates shall be maintained by the individual Lot Owner, as shall all decks, pools, driveways, mail boxes, and walkways to the individual Units.

Such maintenance, as to privately owned Residential Dwelling Units, shall not include maintenance of roofs, glass areas, or screen areas. Any structural repair of a privately owned Residential Dwelling Unit or alterations thereto shall be the obligation of the Lot Owner. If, however, any such privately owned Residential Dwelling Unit, structure, landscaping or planting shall fall into a state of disrepair, the Declarant

reserves the right to enter upon the premises to make such structural repairs or other extraordinary maintenance as it deems necessary, the cost of which may be assessed against the member as an individual assessment.

Exterior painting of Units shall be the obligation of, and at the election of, each Lot Owner, provided, however, when the Board of Directors shall deem it necessary for such painting to be done, it shall notify the Lot Owner in writing that he shall cause such painting to be done.

All other maintenance and structural repair of any common properties, improvements and facilities is the obligation and duty of the Declarant, the cost of which may be assessed against the members as a general assessment.

The Declarant reserves a maintenance easement on all lands within CASSEEKEY ISLAND for the purposes of such landscaping, maintenance. Further, the Declarant specifically reserves a maintenance easement on and over all privately owned lands and Residential Dwelling Units for the purpose of ordinary maintenance and cleaning of the same.

K. Roof Overhang. In some areas the roof of a privately owned Residential Dwelling Unit may overhang common areas, lot lines, other roofs, or entranceways within CASSEEKEY ISLAND. The Declarant specifically reserves on behalf of itself, the common areas and all adjoining Lots, an encroachment easement for any such roof overhang for the benefit of the record fee title holder to any such Residential Dwelling Unit. Additionally, in those cases where one roof overhangs another roof, there is reserved a drainage easement from the overhanging roof onto the adjoining roof and Lot. It shall be the responsibility of the Corporation and the Lot Owner for whose benefit this easement has been created to insure that the drainage flow through any gutters, down spouts, and pipes to the positive common area drainage system remains open and free.

L. Signs. No signs of any kind, shape or form whatsoever shall be permitted without the express approval of the Declarant.

M. Painting. All Residential Dwelling Units shall be painted or stained with colors approved by the Design Control Board of the J.L. Property Owners Association, Inc.

N. Walls and Fences. No wall or fence may be erected on any Lot without the express approval of the Design Control Board of the J.L. Property Owners Association, Inc. and in accordance with the Design & Development Guidelines of Jonathan's Landing.

O. Rules, Regulations and Supervision. The Declarant is entitled to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation and use of the common properties, improvements and facilities and to enforce the same in any lawful manner, which may include, but need not be limited to, the imposition of individual assessments for violations thereof.

P. Platted Open Space. No portion of any plat of CASSEEKEY ISLAND or replat thereof containing an open space shall be vacated, in whole or in part, unless the entire plat or replat is vacated.

Q. Destruction or Removal of Residential Dwelling Units. In the event that any Residential Dwelling Unit constructed in CASSEEKEY ISLAND is destroyed or removed by or for any cause, the Lot Owner shall be obligated to repair, restore and rebuild the damage caused by said loss. Any such repair, restoration and rebuilding shall be undertaken immediately and

completed within six (6) months of the date of casualty. Should the Lot Owner fail to undertake such repair, restoration or rebuilding as required herein, the Declarant shall have the right to do so and to levy an individual assessment against the Lot Owner for reimbursement of any expenses so incurred. If replaced, said replacement Unit shall be of at least similar size and type, not to exceed the dimensions of the previous Unit.

R. Fire and Extended Coverage Insurance.

(1) Each Lot Owner shall be responsible for obtaining fire and extended coverage insurance for his Unit, in and for the interest of the Declarant, the Lot Owner and his mortgagees as their interests may appear, in a company acceptable to the standards set by the Declarant. The said company must be a good and responsible company authorized to do business in the State of Florida. A copy of each policy of insurance in effect shall be available for inspection by the Declarant at reasonable times.

Proceeds of insurance policies obtained by the Lot Owner shall be distributed to or for the benefit of the beneficial owners and expended or disbursed in the following manner:

(a) It shall be presumed that the first monies from the insurance proceeds shall be in payment of costs for repair and restoration. If the damage for which the proceeds were paid is repaired and restored and any proceeds remain after defraying such costs, they shall be distributed to the beneficial owners, all remittances to Lot Owners and their mortgagees being payable jointly to them.

(b) If it is determined by the Declarant that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners after the cost of restoring the real property to a suitable condition is deducted from said proceeds, remittances to the Lot Owner and his mortgagees being payable jointly to them.

(c) In the event there is no aforesaid insurance policy or proceeds from the aforesaid insurance policies obtained by the Lot Owner are not sufficient to cover the cost of repairing and restoring the premises in accordance with Article VIII R(2)(a) and (b) above, then Declarant shall have the right to repair and restore the unit damaged and levy a special assessment or individual assessment in accordance with Article VII(2) above.

S. Barbecues and Outdoor Cooking. There shall be no permanently constructed barbecue pits without the express approval of the Design Control Board of the J.L. Property Owners Association, Inc. Portable barbecue grills are permissible when used only on the deck area or in the back yard. Said portable barbecue grills must be stored in a screened area when not in use.

T. Rental. In order to preserve the residential character of the community and to insure the continued value and enjoyment of CASSEEKEY ISLAND for all Lot Owners, no Lot Owner shall be allowed to rent his or her Residential Dwelling Unit for any term of less than thirty (30) days. In addition, there shall be allowed only two (2) tenancies per Unit per year.

This provision shall be enforced by an injunction or other legal action should a violation of the provision occur or be attempted.

U. Zero Lot Line Wall. There shall be no window or other opening cut in any zero lot line wall.

V. Changes, Improvements, etc. Prior to any Lot Owner presenting a requested change, improvement or other matter which must be approved by the Design Control Board of J. L. Property Owners Association, Inc. pursuant to the Jonathan's Landing Declaration of Covenants and Restrictions to the said Design Control Board, the Lot Owner must present the matter to the Corporation in order that the Corporation may make its recommendation with regard to such matter.

ARTICLE 9
Amendment

The foregoing Declaration of Covenants and Restrictions can be modified, altered or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, approved by the affirmative vote of two-thirds (2/3) of the Board of Directors, prior to the first meeting of the members. Subsequent to the first meeting of the members, the Declaration of Covenants and Restrictions may be modified, altered or amended at any duly called meeting of the members, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the affirmative vote of two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the members of the Corporation.

Directors and members not present in person at the meeting considering a proposed amendment may cast their vote for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation at or prior to the meeting.

ARTICLE 10
Enforceability and Severability

Each and all of the Covenants and Restrictions contained in this Declaration of Covenants and Restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarant, or its successors or assigns. Invalidity of any part of this Declaration of Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE 11
Instrument of Conveyance

Subsequent to the recording of this Declaration of Covenants and Restrictions in the Public Records of Palm Beach County, Florida, each and every deed (or other conveyance document) conveying the said lands or any part thereof shall, upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained covenants and restrictions and shall recite the Official Record Book and page number wherein this Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions contained herein shall be covenants running with the said land, and any part thereof, and binding on the parties thereto, their successors, successors in title, designees, grantees and assigns.

ARTICLE 12
Dissolution of Corporation

In the event of dissolution of the Corporation, for whatever reason, any member of the Corporation may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Corporation and the properties in place and instead of the Corporation, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Corporation and the properties.

ARTICLE 13
Liability

The Declarant and the Corporation shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration of Covenants and Restrictions by any person or entity other than themselves.

IN WITNESS WHEREOF, the Declarant, Jonathan's Landing, Inc., the present owner, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 12th day of February, 1988.

Signed, sealed and delivered in the presence of:

JONATHAN'S LANDING, INC.

Burton J. Tomasco
Frederica Fichel

By: *Richard W. Plowman* (SEAL)
Richard W. Plowman, as Attorney-in-Fact pursuant to that certain Power of Attorney recorded in Official Records Book 5124, Page 1976, Public Records of Palm Beach County, Florida

(CORPORATE SEAL)



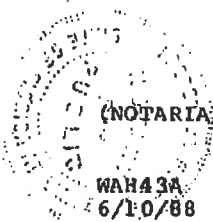
STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD W. PLOWMAN as Attorney-in-Fact of Jonathan's Landing, Inc., and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS this 12th day of February, 1988.

Frederica Fichel
Notary Public, State of Florida

My Commission Expires



(NOTARIAL SEAL)

WAH43A
6/10/88

ARTICLES OF INCORPORATION
OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
Name

The name of the Corporation shall be CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as "Corporation").

ARTICLE II
Purposes

The Corporation does not contemplate pecuniary gain or profit to its members and is deemed a corporation not for profit. The Corporation will make no distributions of income to its members or Directors, unless it is dissolved pursuant to Florida law.

A certain Declaration of Covenants and Restrictions known as the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions either now has been, or will be, imposed upon certain lands located in Palm Beach County, Florida, and the terms defined therein are incorporated herein by reference and made a part hereof. Said Declaration of Covenants and Restrictions, among other things, establishes and designates that said lands shall be known as "CASSEEKEY ISLAND". Further, a Special Land Use Plan of CASSEEKEY ISLAND has been approved by the Design Control Board of J.L. Property Owners Association, Inc. This Corporation is organized for the general purpose of functioning as the homeowners association of CASSEEKEY ISLAND and serving as the instrumentality of the Lot Owners in CASSEEKEY ISLAND for the purposes of controlling and regulating the activities within and the development and maintenance of CASSEEKEY ISLAND, as defined in the Declaration of Covenants and Restrictions, and to serve as a sub-association within the master property owners association known as the J.L. Property Owners Association, Inc. The specific purposes for which this Corporation is formed include, but are not limited to, the following:

- A. To provide for the regulation, maintenance, and preservation of the development of CASSEEKEY ISLAND.
- B. To provide for the promotion, regulation, maintenance and control of the recreational areas, roads, promenades, street lighting, landscaping, other common facilities and properties, and outdoor maintenance of privately owned Residential Dwelling Units and lands within CASSEEKEY ISLAND.
- C. To act as a sub-association within the framework of the master property owners association pertaining to Jonathan's Landing, commonly known as J.L. Property Owners Association, Inc.
- D. To acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a homeowners' association.
- E. To exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its By-Laws, these Articles of Incorporation, and the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.
- F. To otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its members as it may deem proper.

ARTICLE III
Principal Place of Business

The principal place of business of the Corporation shall be at Jonathan's Landing, 17290 Jonathan Drive, Jupiter, Florida, 33477 or at such other place within the State of Florida as the Board of Directors shall by appropriate action hereafter from time to time determine.

ARTICLE IV
Powers

The powers of the Corporation shall include and be governed by the following provisions:

The Corporation shall have all the powers of a corporation, not for profit, provided by law and not in conflict with the terms of these Articles of Incorporation, the By-Laws of the Corporation and, in addition, all powers set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions. It shall further have all of the powers and duties reasonably necessary to operate pursuant to its purposes, as they may be amended from time to time, including, but not limited to, the following:

1. To fix, levy, collect, and enforce assessments (whether they be general, special, or individual), to defray the costs, expenses and losses of its operation and to ensure compliance with its rules and regulations.
2. To acquire liens against all Lots and the Units constructed thereon for assessments.
3. To subordinate, in its sole discretion, any liens acquired by the Corporation.
4. To use the proceeds of assessments in the exercise of its powers and duties.
5. To acquire personal and real property (by purchase or otherwise), and to hold, maintain, repair, operate, lease, sell or otherwise dispose of any properties it may acquire.
6. To construct and maintain improvements on its property and to reconstruct improvements after casualty.
7. To borrow money and to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
8. To purchase insurance for its properties and insurance for the protection of the Corporation, its Officers, Directors, and its members.
9. To make and amend reasonable regulations, and to grant exceptions thereto, respecting the construction of improvements, and maintenance and use of the properties of its members.
10. To enforce any regulations, restrictions or limitations imposed by deed, plat, site plan, the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions or otherwise on the land within CASSEEKEY ISLAND.
11. To enforce by legal means the provisions of these Articles, the By-Laws of the Corporation, the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, and all rules and regulations for the construction, maintenance and use of the properties of the members.

12. To manage, operate and maintain any of its Corporate properties, to maintain privately owned properties as provided in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, and to contract for the management, operation and maintenance of any such properties, thereby delegating powers and duties of the Corporation.

13. To employ personnel to perform the services required to carry out the purposes of this Corporation:

14. To participate in mergers or consolidations with other non-profit corporations organized for similar purposes to annex additional properties to the properties subject to the jurisdiction of this Corporation.

15. To provide, through either its Board of Directors or a committee appointed by the Board of Directors, a systematic uniform review of all proposed improvements, landscaping, and construction of any type or nature whatsoever within CASSEEKEY ISLAND.

B. All funds, except such portions thereof as are expended for the expense of the Corporation, and title to all properties belonging to the Corporation shall be held in trust for the members' respective interests in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Corporation.

ARTICLE V Members

A. Members of the Corporation shall consist of, and be limited to, those persons or corporations or other legal entities holding record fee title to any Lot located within CASSEEKEY ISLAND.

B. Grantees under contracts for deed or conditional conveyances are not members, but shall become members if and when they become record owners of an interest described above.

C. Change of membership shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record fee title to a Lot and by the delivery to the Corporation of a certified copy of such instrument. The owner designated by such instrument or certificate thus becomes a member of the Corporation, and the membership of the prior owner shall be terminated. In the event that a certified copy of said instrument or such certificate is not delivered to the Corporation, said owner shall become a member, but shall not be entitled to voting privileges. The foregoing shall not, however, limit this Corporation's powers or privileges.

D. The interest of a member in the funds and assets of the Corporation shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot.

E. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record his interest upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from, the interests upon which membership is based.

F. If ownership is vested in more than one person, then all of the persons so owning the interest shall be members. However, the number of votes cast by such members shall be determined by the provisions of the By-Laws.

G. Notwithstanding the provisions hereof, no person or entity who holds an interest upon which membership is based only as security for performance of an obligation shall become a member of the Corporation.

H. On all matters on which the membership is entitled to vote, there shall be one (1) vote for each Lot upon which membership is based which shall be exercised or cast by the Owner or Owners in a manner provided in the By-Laws of the Corporation. Should any member hold such interest in more than one (1) lot, such member shall be entitled to exercise or cast one (1) vote for each Lot he owns.

I. Voting rights are incident to membership, and any transfer of interest which transfers membership in this Corporation shall automatically transfer the voting rights.

ARTICLE VI Directors

A. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws of the Corporation, but said Board shall consist of not less than three (3) Directors.

B. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Corporation.

C. The powers and duties of the Directors shall be designated in the By-Laws of the Corporation.

D. The first election of the Directors by members shall not be held until record fee title to all of the Lots in CASSEEKEY ISLAND has been conveyed by the Declarant, Jonathan's Landing, Inc., or until Declarant no longer holds any Lot for sale in the ordinary course of business, whichever first occurs. Until such time, Declarant, Jonathan's Landing, Inc., shall have the right to appoint all members of the Board of Directors. This right may be relinquished, in whole or in part, by the consent of the Declarant in its sole discretion. Directors named in these Articles shall serve until the first election of Directors by the members, and any vacancies in their number occurring before the first election by members shall be filled by the Declarant. Prior to the first election of the Board of Directors by the members, Directors need not be members of the Corporation. Subsequent thereto, however, Directors must be members of the Corporation.

E. The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

ARTICLE VII
Officers

The affairs of the Corporation shall be administered by a President, Vice President, Secretary and a Treasurer. The duties and authority of said Officers shall be designated in the By-Laws of the Corporation. Said Officers shall be elected by the Board of Directors at its first meeting following the first annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated are as follows:

President: Richard W. Flowman
17290 Jonathan Drive
Jupiter, Florida 33477

Vice President: Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Secretary/
Treasurer: Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

ARTICLE VIII
Removal of Directors or Officers

Any Director or Officer may be removed with or without cause and for any reason prior to the expiration of his term in the following manner:

A. Any Director or Officer may be removed with or without cause and for any reason, upon a petition in writing by ten percent (10%) of the members of the Corporation and approved, at a meeting of the members called at least in part for that purpose, by a two-thirds (2/3) vote of the members voting at such a meeting. The petition shall set forth a time and place for the meeting, and notice shall be given to all members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for giving notice of special meetings. At any such meeting, the Director or Officer shall be given the opportunity to be heard; or

B. Any Officer may be removed with or without cause, and for any reason by a majority vote of the Board of Directors at any meeting called at least in part for that purpose; or

C. During the period of time which the Declarant, Jonathan's Landing, Inc., has or retains the right of appointment of members of the Board of Directors, any members of the Board of Directors may be removed with or without cause by the Declarant in its sole discretion.

ARTICLE IX
Indemnification

Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably 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 or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

ARTICLE X
By-Laws

The By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors prior to the first meeting of the members. Subsequent to the first meeting of the members, the By-Laws may be altered, amended or added to at any duly called meeting of the members, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment.

(2) The amendment shall be approved by the majority vote of the members voting at such meeting.

ARTICLE XI
Amendments

Amendments to these Articles of Incorporation may be proposed and adopted in the following manner:

A. A resolution for the adoption of a proposed amendment may be proposed either by fifty percent (50%) of the Board of Directors or by ten percent (10%) of the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering a resolution for adoption of a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation at, or prior to, the meeting.

B. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. Proposed amendments may be passed at the meeting at which they are to be considered as follows:

1. By approval of not less than fifty-one percent (51%) of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members voting at the meeting; or

2. By approval of not less than two-thirds (2/3) of the votes of the members voting at the meeting; or

3. Prior to the first election of Directors by the members, by approval of not less than fifty-one percent (51%) of the Directors without approval of the members.

D. However, no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval of two-thirds (2/3) of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII
**Prohibition Against Issuance of
Stock and Distribution of Income**

This Corporation shall never have nor issue any share of stock, nor shall this Corporation distribute any part of the income of this Corporation, if any, to its members, Directors or Officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a

reasonable amount to the members, Directors or Officers for services rendered, nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by statute.

ARTICLE XIII
Contractual Powers

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of this Corporation is pecuniarily or otherwise interested in, or is a director, officer or member of any such firm, association, corporation or partnership, or is a party to or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV

The term of this Corporation shall be perpetual.

ARTICLE XV
Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Richard W. Plowman
17240 Jonathan Drive
Jupiter, Florida 33477


Robert W. Riskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

WITNESS the hands and seals of the incorporators of these Articles of Incorporation this 10th day of February, 1988.


Richard W. Plowman (SEAL)


Robert W. Riskaddon (SEAL)


Craig L. Combs (SEAL)

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD W. FLOWMAN and that he acknowledged executing the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, 1988.

(NOTARIAL SEAL)

Frederica Fichel
Notary Public
State of Florida At Large

My Commission Expires:

NOTARY PUBLIC
MY C
60 - 11

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT W. KISKADDON and that he acknowledged executing the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, 1988.

(NOTARIAL SEAL)

Frederica Fichel
Notary Public
State of Florida At Large

My Commission Expires:

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CRAIG L. COMBS and that he acknowledged executing the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, 1988.

(NOTARIAL SEAL)

Frederica Fichel
Notary Public
State of Florida At Large

My Commission Expires:

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

Pursuant to 48.091, Florida Statutes (1987), the following is submitted in compliance therewith:

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the County of Palm Beach, State of Florida, has named PAUL C. WOLFE, located at 505 South Flagler Drive, Suite 1100, City of West Palm Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within the state.

ACKNOWLEDGMENT:

Having been named to accept service of process of the above named corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

Paul Wolfe
PAUL C. WOLFE

MAM1E
6/9/88

Not a certified copy

JUN 12 1988
FBI - MIAMI

BY-LAWS
OF
CASSEEKEY ISLAND AT JONATHAN'S LANDING
HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

ARTICLE I
Identity

The following By-Laws shall govern the operation of CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS' ASSOCIATION, INC., (a Corporation Not For Profit), (hereinafter the "Corporation").

The Corporation is an incorporated non-profit association, organized and existing pursuant to Chapter 617, Florida Statutes (1987).

Section 1. Principal Office. The office of the Corporation shall be at Jonathan's Landing, 17290 Jonathan Drive, Jupiter, Florida, 33477 or at such other place as may be subsequently designated by the Board of Directors of the Corporation.

Section 2. Seal. The seal of the Corporation will bear the name of the Corporation, and the word "Florida", the words "not for profit", and the year of incorporation, an impression of which is as follows:

ARTICLE II
Purposes and Powers

The purposes and powers of the Corporation are set forth in the Articles of Incorporation.

ARTICLE III
Membership and Voting Provisions

Section 1. Membership. The qualifications for membership are set forth in the Articles of Incorporation.

Section 2. Voting. The number of votes each member is entitled to cast at any meeting of the membership is set forth in the Articles of Incorporation. In the event of multiple ownership of a Lot by individuals, a majority of the owners of the Lot must designate a voting member. If a Lot is owned by a corporation, partnership or a joint venture, the entity owning the Lot must designate a voting member. Each voting member shall be designated in writing with the Secretary of the Corporation.

Section 3. Votes. A majority of the total votes cast shall decide any question, unless these By-Laws or the Articles of Incorporation provide otherwise, in which event the voting percentages required in these By-Laws or the Articles of Incorporation shall control. (The term "majority" of the votes shall mean 51% of the total votes cast).

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary of the Corporation prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

ARTICLE IV
Meeting of the Membership

Section 1. Time. The annual members' meeting shall be held at 3:00 p.m. on the third Monday in February of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. Special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

Section 2. Place. All meetings of the membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of Directors of the Corporation and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each member at least five (5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the member as it appears on the books of the Corporation.

Section 4. Special Meetings. Special meetings of the members for any purpose may be called by the President, and must be called by the President at the request in writing of a majority of the Board of Directors, or at the request in writing of ten percent (10%) of all members, which request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the subjects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if two-thirds (2/3) of all the members who would have been entitled to vote upon the action if such meeting were held shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6. Proviso. Notwithstanding any of the provisions herein, until the conveyance of record fee title by warranty deed or otherwise of all of the Lots in CASSEEKEY ISLAND by Jonathan's Landing, Inc., hereinafter called the Declarant, there shall be no annual or special meeting of the members of the Corporation, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Corporation. However, the Declarant may waive this proviso, in whole or in part, by consenting in writing to a meeting of the membership for the purposes set forth herein.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Thursday during the month after the conveyance by the Declarant of record fee title by warranty deed or otherwise of all the Lots in CASSEEKEY ISLAND.

ARTICLE V
Directors

Section 1. Number, Term and Qualifications. Prior to the first meeting of the members as set forth in ARTICLE IV, Section 7, the affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons who need not be members of this Corporation. Thereafter, the affairs of the Corporation shall be managed by a Board of Directors composed of three (3) persons who must be members of this Corporation. All officers of a corporation owning a Lot within CASSEKEY ISLAND shall be deemed to be members of this Corporation so as to qualify as a Director herein. The term of each Director's service shall be one (1) year and shall extend until the next annual meeting of the members or until his successor is duly elected and qualified, or until he is removed in the manner provided for below.

Section 2. First Board of Directors. The First Board of Directors of the Corporation, who shall hold office and serve until the first meeting of members and until their successors have been elected and qualified, shall consist of the following:

Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Robert W. Riskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Corporation shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 4. Removal of Directors. Directors may only be removed prior to the expiration of their term in the manner provided in the Articles of Incorporation.

Section 5. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors shall choose a successor or successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignations shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his Lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own another Lot. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency is confirmed by the Board of Directors.

Section 7. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Proviso. Notwithstanding any provisions contained herein, until conveyance of record fee title by warranty deed or otherwise of all of the Lots in CASSEEKEY ISLAND by the Declarant, the Directors named in the Articles of Incorporation or their successors, as shall be designated by the Declarant, need not be members and may not be removed by the members of the Corporation.

Section 11. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law, by the Articles of Incorporation, by these By-Laws, or the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Articles of Incorporation, in these By-Laws, by law, in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions and all powers incidental thereto.

(b) To levy and collect general assessments, special assessments and individual assessments and use and expend the assessments to carry out the purposes and powers of the Corporation.

(c) To employ, dismiss, and control the personnel necessary for the maintenance and preservation of CASSEEKEY ISLAND, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Lots and Corporation property and the use and maintenance of any property acquired by the Corporation.

(e) To contract for the management of the affairs of the Corporation and to delegate to any such contractor all of

the powers and duties of the Corporation, except those which may be required to have the approval of the Board of Directors or membership of the Corporation.

(f) To designate one or more committees, which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Corporation.

(g) To purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of the Corporation property.

(h) To insure and keep insured the land, buildings and improvements of the Corporation.

(i) To pay bills for utilities serving the Corporation property.

(j) To improve the Corporation property subject to the limitations of the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.

(k) To enforce by any legal means the provisions of the Articles of Incorporation, these By-Laws, the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions and the rules and regulations promulgated by the Corporation.

(l) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Lot Owners for violation of the provisions of the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions and related documents.

(m) To pay all taxes and assessments against Corporation property.

(n) To control and regulate development within CASSEEKEY ISLAND and to promote and assist in adequate and proper maintenance of CASSEEKEY ISLAND and the Lots and Residential Dwelling Units therein for the benefit of all Owners therein.

(o) To select depositories for the Corporation funds, and to determine the manner of receiving, depositing and disbursing Corporation funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

(p) To acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.

ARTICLE VI Officers

Section 1. Elective Officers. The principal Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Corporation shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other Officers as the Board deems necessary.

Section 4. Term and Compensation. The Officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any Officer elected by the Board of Directors may be removed at any time with or without cause by the Board of Directors as provided in the Articles of Incorporation. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to the Officers of the Corporation.

Section 5. The President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the members. He shall have executive powers and general supervision over the affairs of the Corporation and other Officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all Board of Directors' meetings and all meetings of the members and shall attend and keep the minutes of same. He shall have charge of all of the Corporation's books, records and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer. The Treasurer shall have the following duties and responsibilities:

(a) He shall have custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated from time to time by the Board of Directors.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Corporation.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give reports as to the status of assessments to potential transferees on which reports the transferees may rely.

(e) If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers. The Officers of the Corporation, who shall hold office and serve until the first election of Officers by the first Board of Directors of the Corporation following the first meeting of members and pursuant to the terms of these By-Laws, are as follows:

President: Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

Vice President: Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

Secretary/Treasurer: Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

ARTICLE VII
Finances and Assessments

Section 1. Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Corporation, and any contractor handling or responsible for Corporation funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Corporation. The bonds shall be in an amount as determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) General Assessments. The Board of Directors has the power to, and shall, fix and determine, from time to time, the sum or sums necessary and adequate for the general expenses of the Corporation.

The purposes and the basis of general assessments are set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.

General assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessment and make such adjustments in cash or otherwise as they shall deem proper, including the assessment of each member for his pro-rata share of any deficits. Notice of all changes in assessments shall be given to all members. When the Board of Directors has determined the amount of any general assessment, the Secretary shall submit a statement of such assessment to each member. Such notice shall state the date when said assessment is due, and thereafter said assessment shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. General assessments shall be paid by the members in advance on a quarterly basis. General assessments shall be payable at the office of the Corporation.

(b) Special Assessments. The Board of Directors has the power to fix and determine special assessments from time to time.

The purposes and basis of special assessments are set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions.

Any special assessment must be approved by a majority vote of the members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Special assessments shall be levied by the Board of Directors in the same manner as general assessments (at a uniform rate for each lot within CASSEEKEY ISLAND as set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions), and shall be due and collectible in such manner as the Board of Directors shall determine.

Special assessments, when authorized and approved, may be made upon projections and estimates of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the Corporation, in which event the Board of Directors may increase or decrease the amount of assessments and make such adjustment in cash or otherwise as they shall deem proper, including the assessment of each member for his pro-rata share of any deficits. Notice of all changes in special assessments shall be given to all members. When the Board of Directors has determined the amount of any special assessment, the Secretary shall submit a statement of special assessment to each member. Such notice shall state the date upon which the assessment is due, and thereafter said assessment shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. Special assessments shall be payable at the office of the Corporation.

(c) Individual Assessments. Pursuant to the Corporation's power and authority to enforce the covenants, restrictions, rules and regulations as set forth in the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, the Board of Directors has the power to separately assess individual members. The Secretary shall submit a statement of such assessment to the member involved, and said assessment shall be due and payable within thirty (30) days after receipt of the statement and thereafter shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid. Individual assessments are payable at the office of the Corporation.

(d) Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses, including a reasonable allowance for contingencies; betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Corporation property; and operations, the amount of which may be to provide working funds or to meet losses.

Section 5. Commingling of Funds. All sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Acceleration of Assessment Installments Upon Default. If a member shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the member, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice.

The accelerated total assessment shall be due and payable at the office of the corporation within thirty (30) days after notification in writing to the member by the Board of Directors, and thereafter shall bear interest at the rate of eighteen percent (18%) per annum simple interest until paid.

In the event it becomes necessary to bring legal proceedings to collect the accelerated assessment and interest thereon, the Board of Directors shall be entitled to recover reasonable attorneys' fees and all costs of any proceedings from the member, including those related to appellate review.

Section 7. Lien. Each of the Lots and the respective Units constructed thereon within CASSEEKEY ISLAND is automatically made subject to a lien and permanent charge in favor of the Corporation for general assessments, special assessments and individual assessments. Any and all of the assessments together with interest thereon, if any, shall constitute a permanent charge upon, and a continuing lien on, the Lot and Unit to which such assessments relate, and such permanent charge and lien shall bind such Lot and Unit in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Secretary of the Corporation shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors shall then cause to be prepared, for execution by the President of the Corporation, a Notice of Lien to be filed with the Clerk of the Circuit Court for Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed by the President and recorded. In the event that any assessment continues to remain in default, the Corporation may pursue its remedies at law or in equity.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. In the event of foreclosure of said mortgage or mortgages, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to the foreclosure of the mortgage. Such subordinated assessments shall be deemed to be a corporation expense and shall be assessed against all the Lot Owners, including the acquirer of title at such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE VIII Compliance and Default

Section 1. Violations. In the event of a violation by a member of any of the provisions of these By-Laws, the Articles of Incorporation, or the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, the Corporation, by direction of its Board of Directors, may notify the member by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Corporation, through its Board of Directors, at its option, may have the following elections:

- (a) An action at law to recover damages on behalf of the Corporation or on behalf of the other members; or
- (b) An action in equity to enforce performance on the part of the member; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Corporation, and the cost thereof shall be charged to the member as an individual assessment.

Section 2. Costs and Attorneys' Fees. In any proceedings arising because of an alleged violation by a member, the Corporation, if it prevails, shall be entitled to recover from the member all costs of any proceedings and such reasonable attorneys' fees as may be determined by the court including those related to appellate review.

Section 3. No Waiver of Rights. The failure of the Corporation to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Corporation to enforce such right, provision, covenant or condition in the future.

ARTICLE IX Amendments to the By-Laws

These By-Laws may be altered, amended or rescinded by the Board of Directors prior to the first meeting of the members. Subsequent to the first meeting of the members, the By-Laws may be altered, amended or added to at any duly called meeting of the members provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment;
- (2) The amendment shall be approved by the majority vote of the members voting at such meeting.

Directors and members not present in person at the meeting considering a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation, or prior to, the meeting.

ARTICLE X Notice

Whenever notices are required to be sent to members, such notices shall be sent to the addresses of the Units unless the member gives written notice, by registered mail, to the Secretary of the Corporation that notices are to be sent to some other address.

ARTICLE XI Liability Survives Termination of Membership

The termination of membership in the Corporation shall not relieve or release any former member from any liability or obligations incurred under or in any way connected to said membership or impair any rights or remedies which the Corporation may have against such former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

ARTICLE XII Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Corporation meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XIII
Rules and Regulations

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of properties within CASSEEKEY ISLAND in order to insure compliance with the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions or any rule or decision of the Corporation. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be available upon request by any member.

ARTICLE XIV
Conflicts

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws, the Articles of Incorporation or the CASSEEKEY ISLAND AT JONATHAN'S LANDING Declaration of Covenants and Restrictions, the latter shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC.

DATED this 23rd day of September 1988.

CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC.

By: Richard W. Plowman
Richard W. Plowman, President

(CORPORATE SEAL)

ATTEST:

Craig L. Combs
Craig L. Combs, Secretary

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

The foregoing instrument was acknowledged before me this 23rd day of September 1988 by Richard W. Plowman and Craig L. Combs, President and Secretary respectively of CASSEEKEY ISLAND AT JONATHAN'S LANDING HOMEOWNERS ASSOCIATION, INC., on behalf of the Corporation.

Frederick L. Lichel
Notary Public

My Commission Expires:

(NOTARIAL SEAL)

MAM1D
6/17/88

NOTARY
PUB.
STATE OF FLORIDA

Exhibit "C"

LOT NUMBER	PERCENT ASSESSMENT
1	2.2%
2	2.3%
3	1.6%
4	1.8%
5	1.6%
6	1.4%
7	1.5%
8	1.7%
9	1.7%
10	2.3%
11	2.2%
12	1.7%
13	1.5%
14	1.5%
15	1.5%
16	1.5%
17	1.5%
18	1.5%
19	1.5%
20	1.5%
21	1.5%
22	1.5%
23	1.5%
24	1.7%
25	2.8%
26	2.0%
27	2.4%
28	1.8%
29	2.2%
30	2.4%
31	1.0%
32	1.3%
33	1.2%
34	1.4%
35	1.3%
36	.9%
37	.9%
38	.9%
39	.9%
40	1.1%
41	1.2%
42	1.1%
43	1.4%
44	1.2%
45	1.0%
46	1.0%
47	.8%
48	.8%
49	.8%
50	.8%
51	.8%
52	1.1%
53	1.2%
54	.8%
55	.9%
56	.9%
57	1.4%
58	.9%
59	.8%
60	.8%
61	.9%
63	.9%
64	1.0%
65	.9%
66	2.0%
67	2.1%
68	1.8%
69	2.1%
70	1.6%
71	1.8%

WAH43A

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