



Casseekey Island Dock Condominium

Declaration of Condominium
Articles of Incorporation
By Laws

Prepared by and return to:
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CASSEEKEY ISLAND DOCK CONDOMINIUM
DECLARATION OF CONDOMINIUM

I

SUBMISSION AGREEMENT

The undersigned Declarant, being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium Property in the survey exhibits attached hereto as Exhibit A, including the appurtenant easements thereto, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained and not personally owned by Unit Owners), hereby states and declares that said realty, together with all improvements thereon, and easements appurtenant thereto, is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes (1987), and the provisions of said Act are hereby incorporated by reference and included herein, and does herewith file for record this Declaration of Condominium.

Definitions - As used in this Declaration of Condominium and the Exhibits attached hereto and the By-Laws of the CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC. and all amendments hereto and thereof, the following definitions shall prevail:

A. Articles means the Articles of Incorporation of the Association, as they exist from time to time.

B. Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

C. Association means that incorporated association whose name appears at the end of the Declaration as a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

D. By-Laws means the By-Laws of the Association, as they exist from time to time.

E. Casseekey Island means that certain parcel of land in Jonathan's Landing also known as Casseekey Island at Jonathan's Landing, P.U.D., the plat of which is recorded in Plat Book 59, at Pages 15, 16 and 17 of the Public Records of Palm Beach County, Florida, a portion of which has been or will be developed as a planned residential development and a portion of which is being developed as this Condominium.

F. Common Elements means the portions of the Condominium Property not included in the Units. As used in this Declaration, it shall mean both Common Elements and Limited Common Elements unless the context otherwise requires.

G. Common Expenses means the expenses for which the Unit Owners are liable to the Association.

H. Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses.

I. Condominium means that form of ownership of real property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

J. Condominium Act means and refers to the Condominium Act of the State of Florida [Chapter 718, Florida Statutes, (1987)].

K. Condominium Documents means this Declaration and all Exhibits annexed hereto, including the Articles and the By-Laws, all as may be amended from time to time.

L. Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. Condominium Property means and includes the lands that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. Declarant means, collectively, the Delaware corporation and the Florida corporation whose names appear at the end of the Declaration of Condominium as "Declarant", their successors and assigns.

O. Declaration or Declaration of Condominium means this instrument, as it may be from time to time amended.

P. Developer means the Delaware corporation whose name appears at the end of the Declaration of Condominium as "Developer", its successors or assigns.

Q. Institutional Mortgage means a mortgage held by an Institutional Mortgagee.

R. Institutional Mortgagee means a bank, savings and loan association, insurance company, union pension fund, real estate investment trust or Massachusetts business trust or an agency of the United States Government, or a lender generally recognized in the community as an institutional type lender. Developer shall, in its sole discretion, determine in case of question who is an institutional mortgagee. A mortgage may be placed through a mortgage or title company.

S. Jonathan's Landing means that certain planned unit development located near Jupiter, Palm Beach County, Florida, a portion of which is being developed as Casseekey Island.

T. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

U. Property Owners Association means J.L. Property Owners Association, Inc., a non-profit Florida corporation, described in Article XVI of this Declaration.

V. Unit means that part of the Condominium Property which is subject to private ownership.

W. Unit Owner or Owner of Unit means the owner of a Condominium Parcel.

X. Vessel means any boat or watercraft which is not a barge, airboat, seaplane or houseboat, used or capable of being used as a means of transportation on water, whether propelled or powered by machinery or wind or manually, and which is used for pleasure only, and not for commercial or residential purposes.

Unless the context otherwise requires, all other terms used in the Declaration shall be assumed to have the meanings attributed to said terms by Section 718.103 of the Condominium Act.

II

NAME

The name by which the Condominium is to be identified is as specified at the top of the first page of this Declaration.

III

IDENTIFICATION OF UNITS

The improvements on the Condominium Property will include twenty-five (25) Units. For the purposes of identification, each Unit is given an identifying number and/or letter and is delineated on the survey exhibits, collectively identified as Exhibit A, attached hereto and made a part of the Declaration. No Unit bears the same identifying number and/or letter as does any other Unit. The identifying number and/or letter for the Unit is also the identifying number and/or letter for the Condominium Parcel. Exhibit A also contains a survey of the land, graphic description of the improvements, and a plot plan, all of which, together with this Declaration, are in sufficient detail that the location and dimensions of the Common Elements and of each Unit can be identified, as evidenced by the Certificate of a Professional Land Surveyor attached thereto. The legends and notes in Exhibit A are incorporated herein by reference and hereby made a part hereof. The construction of improvements is to be completed in accordance with the survey exhibits and the Developer shall cause a Certificate of a Professional Land Surveyor to be recorded certifying such completion and noting variations, if any, from Exhibit A.

IV

DESCRIPTION OF IMPROVEMENTS

A. 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) 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) Unit 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 23' (Units 1N, 2N, 3N, 1S, 2S, 3S)

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

Unit type C - 2' x 50' (Units 8S, 9S, 10S and 11S)

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

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

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

The foregoing dimensions as to the width of the Units are understood to be diminished to the extent that the support piles for the Units, which are Common Elements of the Condominium, cut into the wood decking comprising the Units.

The support piles and wood stringers supporting the dock decking and the ladders attached to the main pier and finger docks shall not comprise any portion of a Unit, but shall be Common Elements.

The five (5) light poles located on the main pier are Common Elements. There are also AC power outlets located on some of the light poles, said outlets being Common Elements, for the use of the Association.

B. Parking Spaces. There are thirteen (13) parking spaces on a parcel of land which is non-contiguous to the pier and Units and which is Condominium Property. Said parking spaces are Common Elements of the Condominium.

C. Limited Common Elements.

1. Mooring Piles. Each Unit shall have assigned to it as Limited Common Elements the use of two (2) or more mooring piles for the purpose of Vessel mooring. In most cases, as shown on Exhibit A, each such pile is a Limited Common Element of two (2) Units. Maintenance of the mooring piles shall be the responsibility of the Association.

2. Slips. Each Unit shall have assigned to it as a Limited Common Element the exclusive use of the slip space immediately adjacent to the Unit and extending five (5') feet beyond the outer Limited Common Element mooring piles, as shown on Exhibit A, each such slip comprising air space and water only, and not including the submerged land thereunder.

3. Dock Boxes. Each Unit shall have assigned to it as a Limited Common Element a fiberglass dock box for the purpose of storing personal property. The dock boxes will be located on the main pier and shall be the maintenance responsibility of the Association.

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 1S 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. Each Unit will be separately metered and the Owner thereof will be billed by the Association for the actual cost of power used by each Unit.

V

OWNERSHIP OF COMMON ELEMENTS

Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements, which undivided interest shall be stated as a percentage as set forth in Exhibit B attached hereto and hereby made a part hereof. Such undivided interest in the Common Elements shall be deemed to be conveyed along with the Unit and any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

VI

THE OPERATING ENTITY

The operating entity of the Condominium shall be a corporation not for profit, pursuant to Chapter 617, Florida Statutes (1987), which shall be organized and fulfill its functions pursuant to the following provisions:

A. The name of the Association shall be as specified at the end of this Declaration as "ASSOCIATION". A copy of the Articles of Incorporation creating the Association shall be attached to this Declaration and marked as Exhibit C and hereby made a part hereof.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Condominium Property as set forth in this Declaration and the By-Laws, as amended from time to time.

C. The members of the Association shall consist of all the record owners of Condominium Parcels in the Condominium, and their voting rights shall be as provided in Article VII below and in the By-Laws attached hereto.

D. The affairs of the Association shall be directed by the Board of Directors, which shall be in the number and designated in the manner provided in the By-Laws.

E. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

F. The Association shall have the power to levy Assessments against all members of the Association in order to defray the expenses incurred in carrying out its lawful purposes. Such Assessments are hereby declared to be Common Expenses to the Condominium Property declared by this Declaration, or by amendment to this Declaration, as provided in Article VIII of this Declaration.

VII

VOTING RIGHTS

There shall be one (1) person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners; such person shall be known (and is hereafter referred to) as a voting member. If a Unit is owned by more than one person, those persons shall designate one of their number as a voting member, or in the case of a corporate Unit Owner, limited partnership or similar legal entity, an officer or employee thereof shall be the voting member, and shall also be the owning entity's primary representative, who shall receive all notices of the Association and shall act for the owning entity with respect to Condominium and Association matters. The designation of the voting member shall be made as provided by and shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes in the Association shall be equal to the total number of Units in the Condominium and each Unit shall have no more and no less than one (1) equal vote in the Association. If one entity, individual or corporation owns more than one Unit, it shall have as many votes as Units it owns. The vote of a Unit is not divisible.

VIII

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of the Condominium shall be shared by the Unit Owners as specified in Exhibit B. 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.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportions as their percentage ownership interest in the Common Elements, any Common Surplus being the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses of the Condominium. Each Unit Owner's share of the Common Surplus shall not be subject to disposition except as part of the Owner's Unit.

IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association, which are set forth in a document marked Exhibit D and annexed to this Declaration and hereby made a part hereof. Every owner of a Condominium Parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, and the provisions of this Declaration.

No modification of or amendment to the By-Laws of the Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration, recorded in the Public Records of Palm Beach County, Florida. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

ASSESSMENTS

The Association, through its Board of Directors, shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in this Declaration and Exhibits attached hereto and the By-Laws. The procedure for the determination of all such Assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached hereto.

The Common Expenses shall be assessed against each Unit Owner, as provided for in Article VIII of this Declaration. Special Assessments shall be assessed against each Unit Owner as provided in this Declaration and Exhibits attached hereto. Assessments that are unpaid for over ten (10) days after their due date shall bear interest at the rate of eighteen percent (18%) per annum from date due until fully paid. A default in the payment of Assessments for more than thirty (30) days shall cause the Unit Owner's Assessment for the balance of the Association's fiscal year to be immediately due and payable and it shall bear interest at eighteen percent (18%) per annum until fully paid. Upon such thirty (30) day default, the Association shall give prompt notice to the Unit Owner's Institutional Mortgagee, if any, of said default.

The Association shall have a lien on each Condominium Parcel pursuant to Chapter 718, Florida Statutes (1987), together with a common law lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, together with all sums for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a Unit Owner in payment of his obligation under the Association's Articles of Incorporation and By-Laws. The Board of Directors may take such action as they deem necessary to collect Assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same, if deemed in the Association's best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced.

Where the mortgagee of an Institutional Mortgage of record or other purchaser of a Unit obtains title to a Condominium Parcel as a result of foreclosure of the Institutional Mortgage, or when an Institutional Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the full unpaid share of Common Expenses which became due prior to acquisition of title as a result of foreclosure unless such share is secured by a claim of lien for Assessments that is recorded in the Public Records of Palm Beach County prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses shall be deemed to be a Common Expense collectible from all the Unit Owners, including such acquirer, his successors and assigns, except as provided in the last paragraph of this Article X.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional Mortgage of record as specifically provided in the paragraph immediately preceding,

including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to use of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to any Unit Owner or group of Unit Owners, or to any third party. Anything herein to the contrary notwithstanding, the Association lien rights shall be subordinate to any first mortgage held by an Institutional Mortgagee.

XI

METHOD OF AMENDMENT OF DECLARATION

This 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 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, this Declaration may be amended by the affirmative vote of a majority of the Directors.

All amendments shall be recorded in the Public Records of Palm Beach County and certified as required by the Condominium Act and shall become effective upon such recording. No amendment shall change the size or location of any Condominium Parcel, nor a Unit's share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which will impair or prejudice the rights of any Institutional Mortgagees and priorities of any Institutional Mortgages or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

Notwithstanding the foregoing two paragraphs, the Developer reserves the right to amend this Declaration and to change the layout, size and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units or alter the boundaries of the Common Elements without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered Units. The survey shall be certified in the manner required by the Condominium Act. If more than one Unit is involved, the Developer shall apportion between the Units the shares in the Common Elements appurtenant to the Units involved, together with apportioning Common Expenses and Common Surplus of the Units concerned, and such shares of Common Elements, Common Expenses and Common Surplus shall be duly noted in the amendment of the Declaration.

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

A. Sale of Units. Units in the Condominium may only be sold to other Unit Owners or to owners of residential property within the community known as Jonathan's Landing, with the owners of residential property within the Casseekey Island portion of Jonathan's Landing generally being given the right of first refusal, and subject, in all cases, to the approval of the Association. Restrictions on the sale of Units and the procedures to be adhered to by all Unit Owners within the Condominium are as follows:

1. Any Unit Owner may sell his Unit to any other Unit Owner or to any owner of residential property within the Casseekey Island portion of Jonathan's Landing, with no other party being given the right of first refusal to purchase the Unit.

2. In the event a Unit Owner sells his residence within Jonathan's Landing, whether such residence is within Casseekey Island or not, then such Owner must sell his Unit, and may, but is not required to, first offer his Unit to the purchaser of his residence, who may purchase the Unit, provided, however, the Unit Owner is not required to sell his Unit to the purchaser of his residence pursuant to the provisions of this Paragraph 2. if the Unit Owner also owns another residence within Jonathan's Landing.

Should the purchaser of the Unit Owner's residence not wish to purchase the Unit, the Unit Owner must then follow the procedure set forth in Paragraph 3. or Paragraph 4. hereinbelow, whichever is applicable.

3. In the event a Unit Owner has a bona fide offer to purchase the Unit from an owner of residential property in Jonathan's Landing which is not within the Casseekey Island portion of Jonathan's Landing, then such Unit Owner must first offer the Unit to the owners of residential property in Casseekey Island, such offer to be made as provided in Section B. hereinbelow. Should a residential property owner in Casseekey Island wish to exercise such option, the Unit Owner must sell his Unit to the Casseekey Island residence owner, provided such residence owner's offered purchase price at least meets the purchase price offered in the above-referenced bona fide offer to purchase. Should no owner of residential property within Casseekey Island exercise said option, then the Unit Owner may close on the contract with the offeror above.

4. In the event a Unit Owner wishes to sell his Unit or must sell his Unit pursuant to Paragraph 2. hereinabove and has no purchaser for the Unit, he must first offer the Unit to the owners of residential property in Casseekey Island pursuant to their right of first refusal as described in Section B. hereinbelow. Should no such owner in Casseekey Island exercise such option, with a purchase offer at the fair market value, as described in Section D. below, then the Unit Owner may offer his Unit to all other owners of residential property within the balance of Jonathan's Landing, by means of a dated notice posted at the retail store at the marina located at Jonathan's Landing and/or the bulletin board on the Condominium Property and/or any conspicuous location within Jonathan's Landing. Should no offer to purchase at the fair market value be made by any owner of residential property in Jonathan's Landing within thirty (30) days of such notice, then the Association shall be obligated to purchase the Unit, as provided in Section C. hereinbelow, at said fair market value.

B. Casseekey Island Residence Owners' Right of First Refusal. Subject to a Unit Owner's right to first sell his Unit to the purchaser of his residence anywhere within Jonathan's Landing or to another Unit Owner, every Unit Owner selling his Unit must first offer the Unit to the owners of residential property within Casseekey Island. Such offer shall be made by notice posted at the bulletin board on the Condominium Property. If no offer to purchase the Unit at the fair market value is made by any owner of residential property within Casseekey Island within thirty (30) days of such notice, then the Unit Owner may proceed to offer the Unit to all owners or any other owner of residential property within the balance of Jonathan's Landing, as provided in Paragraph 4. hereinabove.

C. Association's Obligation to Purchase. In the event a Unit Owner wishes to or must sell his Unit and cannot, after following the procedures hereinabove, find a residential property owner within Jonathan's Landing willing and able to purchase his Unit at the fair market value, then such Unit Owner shall deliver to the Association a written notice demanding that the Association purchase his Unit and containing a statement of the purchase price for the Unit acceptable to the Unit Owner. Attached to such demand notice shall be an affidavit sworn by the Unit Owner that copies of any offers made by owners of residential property within Jonathan's Landing are attached thereto or that no such offers were made, and that the Unit was offered to all owners of residential property within Jonathan's Landing.

Upon receipt of such demand notice and affidavit, the Association shall establish the fair market value, as provided in Section D. hereinbelow, and shall proceed to purchase the Unit at such fair market value, payable by all of the Unit Owners as a special Assessment, or to provide an acceptable purchaser for such price, provided, however, the Association shall not be obligated to purchase the Unit if an offer at or above the fair market value has already been tendered, as evidenced by the affidavit required hereinabove.

D. The Fair Market Value. The fair market value shall be the lesser of: (a) the price acceptable to the selling Unit Owner, or (b) the price as established by appraisal, as provided hereinbelow.

In the event there is any dispute as to the fair market value of a Unit, the Association hereby covenants and agrees, and each Unit Owner by acceptance of the deed to his Unit hereby covenants and agrees, to accept the sales price of the Unit as established herein as the fair market value.

The fair market value shall be established by averaging together appraised values of the Unit as submitted by three (3) appraisers. One such appraiser shall be chosen by the selling Unit Owner, one shall be chosen by the Association, and the third shall be chosen by the other two appraisers. Such appraised value shall be final and binding on all parties to the proposed purchase and sale.

Payment of the three appraisers' fees shall be one-half by the Unit Owner desiring to sell his Unit and one-half by the party desiring to purchase the Unit, whether such proposed purchaser is the Association or some other person or entity. If the proposed purchaser is the Association, then such appraisers' fees shall be a Common Expense of the Association, payable by all of the Unit Owners, including the selling Unit Owner, as a special Assessment.

E. Lease of Units. Units may only be leased or rented 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, and subject to the Association's written approval in all cases. The Association shall never be obligated to lease a Unit or to find a lessee for a Unit. There shall be no sub-leasing or sub-renting of Units, except with the prior written consent of the Association.

A uniform form of lease shall be used. Such uniform lease form, which may be modified from time to time at the sole discretion of the Board of Directors of the Association, shall be available at the office of the Association. There shall be only two (2) leases allowed per year per Unit and each lease term must be for a period of thirty (30) days or more. After approval as herein set forth, a Unit may be rented, provided such rental use is only by the lessee, his immediate family and guests. There may be no transient use of the Units.

F. Association's Consent.

1. Sale of Unit. Provided the procedures established in Section A. of this Article XII. have been properly adhered to, the Board of Directors of the Association shall automatically give its consent to sale of a Unit within ten (10) days of receipt of written notice from the selling Unit Owner of his 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 Board of Directors of the Association, which shall be obtained prior to the closing of any sale of a Unit, shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and no conveyance of title whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

2. Lease of Unit. Provided the procedure established in Section E. of this Article XII. is followed, the Board of Directors of the Association shall automatically give its consent to the lease of a Unit within ten (10) days of its receipt of a copy of the proposed executed lease from the Unit Owner. Such consent shall be signed by two officers of the Association and shall be delivered to the lessee. Should the Board of Directors fail to so act, it shall, nevertheless, thereafter prepare and deliver its written approval and no lease, except as provided in Section G. hereinbelow, shall be deemed valid without the consent of the Board of Directors as herein set forth.

G. Corporate Owner. Where a corporate entity is the owner of a Unit, its primary representative may designate which persons may use the Unit as it desires without compliance with the provisions of Sections E. and F. of this Article XII; provided, the Association is notified as to the identity of such persons and the term of their use of the Unit. There shall be no more than four (4) such terms of use of a Unit subject to this paragraph during any one (1) calendar year. The foregoing shall not be deemed an assignment or subleasing of a Unit.

H. Mortgage and Other Alienation of Units.

1. A Unit Owner may not mortgage his Unit or any interest therein without the approval of the Association, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form, executed by two officers of the Association after payment of a reasonable fee to the Association for the processing of the approval, which fee shall not exceed Fifty Dollars (\$50.00).

2. No judicial sale of a Unit, nor any interest therein, shall be valid unless:

(a) the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser, or

(b) the sale is the result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approves.

The phrase "sell, rent or lease", in addition to its general definition, shall be defined as including the transferring of a Unit Owner's interest by gift, devise or involuntary or judicial sale.

In the event a Unit Owner dies and his Unit is conveyed or bequeathed to some person other than an owner of residential property in Jonathan's Landing, or if some person other than an owner of residential property in Jonathan's Landing is designated by the decedent's legal representative to receive the ownership of the Unit, or if, under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than such owner of residential property, the Board of Directors shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devise or descent, express its refusal of the individual or individuals so designated as the owner of the Condominium Parcel.

When the Board of Directors expresses such refusal, then the members of the Association shall be given an opportunity during thirty (30) days next after the last above-mentioned thirty (30) days within which to purchase or to furnish a purchaser for cash for the said Condominium Parcel at the then fair market value thereof or such person or persons, or the legal representative of the deceased owner, may sell the said Condominium Parcel, and such sale shall be subject in all respects to the provisions of this Declaration and Exhibits attached hereto. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the county wherein the Condominium is located upon ten (10) days' notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased Owner out of the amount realized from the sale of such Condominium Parcel.

4. The liability of the Unit Owner under the covenants of this Declaration shall continue, notwithstanding the fact that he may have leased or rented said interest, as provided herein. Every purchaser, renter or lessee shall take subject to this Declaration, the By-Laws of the Association and the Articles of Incorporation, as well as the provisions of the Condominium Act.

I. Special Provisions re: Leasing, Mortgaging, or Other Alienation by Certain Mortgagees or Developer.

1. An Institutional Mortgagee holding a mortgage on a Condominium Parcel, upon becoming the Owner of a Condominium Parcel through foreclosure or by deed in lieu of foreclosure, or

whoever shall become the acquirer of title at the foreclosure sale of an Institutional Mortgage or of the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Condominium Parcel, without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of Sections A through D of this Article XII shall be inapplicable to such Institutional Mortgagee or acquirer of title, as aforescribed in this paragraph.

2. The provisions of Section A through D of this Article XII shall be inapplicable to the Developer, provided, however, the Developer may only sell a Unit to an owner of residential property within Jonathan's Landing. The Developer is otherwise irrevocably empowered to sell and/or mortgage Condominium Parcels to any purchaser or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of Units, including but not limited to the right to maintain models, have signs, use the Common Elements, show Units and maintain a houseboat within the Condominium Property. The sales office(s) located off the Condominium Property, the furnishings and fixtures of any sales office located within a Unit or elsewhere on the Condominium Property, signs and all items pertaining to sales shall not be considered Condominium Property and shall remain the property of the Developer.

XIII

INSURANCE PROVISIONS

A. Liability Insurance.

The Board of Directors of the Association shall obtain public liability and property damage insurance covering all real property owned by the Association and all of the Condominium Property and insuring the Association and the Unit Owners as its and their interests appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$100,000 per person, \$300,000 per occurrence, and \$10,000 property damage. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a Common Expense. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

B. Casualty Insurance

1. Purchase of Insurance. The Board of Directors of the Association shall obtain fire and extended coverage and vandalism and malicious mischief insurance, insuring all of the insurable improvements on the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and shall be charged as a Common Expense. The companies with whom the Board of Directors shall place the insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional Mortgagee holding the largest total dollar amount of mortgages in the Condominium shall be notified of issuance or renewal of any such insurance policy. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

The Board of Directors shall designate and appoint an Insurance Trustee, as hereinafter defined:

Any bank in Florida with trust powers, which bank shall be approved by the Institutional Mortgagee holding the highest total dollar amount of Institutional Mortgages on the Condominium Units.

2. Loss Payable Provisions - Insurance Trustee. All policies purchased by the Association shall be for the benefit of the Association, and all Unit Owners and their mortgagees as their interests may appear; however, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners; however, a mortgagee endorsement shall be issued. Such policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association and the Unit Owners and their respective mortgagees in the following shares, provided that such shares need not be set forth on the records of the Insurance Trustee:

a. Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

b. Units: Proceeds on account of damage to Units shall be in the following undivided shares:

(1) Partial Destruction: When Units are to be repaired and restored, for the Owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner.

(2) Total Destruction: Where total destruction of Condominium improvements occurs, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium Units so destroyed, each Unit Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

c. Mortgagees: In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear.

3. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

a. Reconstruction or Repair: 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 Unit Owners and their mortgagees being payable jointly to them. This

is a covenant for the benefit of any mortgagee of a Unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

b. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional Mortgagee when requested by such Institutional Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. In the event of loss or damage to personal property belonging to the Association and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article XIII, B(3)(a) above.

c. Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Board of Directors as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Board of Directors forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

4. Loss To a Single Unit: If loss shall occur to a single Unit or Units without damage to the Common Elements, the provisions of this Article XIII, B(5) below, shall apply.

5. Loss Less Than "Very Substantial": Where loss or damage occurs to a Unit or Units and/or to the Common Elements but said loss is less than "very substantial", as hereinafter defined, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

b. The proceeds, upon the written direction and approval of the Board of Directors, shall be endorsed by the Insurance Trustee over to the Association, which shall promptly contract for the repair and restoration of the damage. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Insurance Trustee and deliver same to the Insurance Trustee.

c. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property and shall have the power to direct the disbursement of the funds held by the Insurance Trustee for the repair and restoration of the Condominium Property.

d. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually

been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements for such portion of the deficiency as is attributable to the cost of restoration of the Common Elements and against the individual Unit Owner for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged Unit(s), then the Board of Directors shall levy an Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' shares in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special Assessment funds shall be delivered by the Board of Directors to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the restoration and repair of the property.

e. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessments within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefore at any time. To the extent that any insurance proceeds are required to be paid over to such Institutional Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to a special charge for such sum.

6. "Very Substantial" Damage: As used in this Declaration or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total Unit space in the Condominium is rendered unuseable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article XIII B(1)) becomes payable. Should such "very substantial" damage occur, then:

a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

b. The provisions of Article XIII B(5)(e) shall not be applicable to any Institutional Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain, as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

c. Thereupon, a membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the abandonment of the Unit(s), subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special Assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the voting members vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the law by the recording in the

Public Records of Palm Beach County, Florida, of an instrument terminating the Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary, provided, however, that the prior written approval of all holders of first mortgages shall first have been obtained. The termination of the Condominium shall become effective upon the recording of said instrument, and the Unit Owners shall, thereupon, become owners as tenants in common of the property, i.e., the real and tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in such property shall be the same as their undivided interests in the Common Elements of the Condominium prior to its termination, and the mortgages and liens upon Condominium Parcels shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the costs thereof, so that a special Assessment will be required, and if a majority of the Unit Owners of the Condominium vote against such special Assessment and to abandon the Condominium, and prior written approval of all Institutional First Mortgagees has first been obtained as specified in Paragraph 6(c)(1) above, then it shall be so abandoned, and the Condominium Property removed from the provisions of the law, and the Condominium terminated, as set forth in Paragraph 6(c)(1) above, and the Unit Owners shall be tenants in common in the property in such undivided interests, and all mortgages and liens upon the Condominium Parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6(c)(1) above. In the event a majority of the Unit Owners vote in favor of a special Assessment, the Board of Directors shall immediately levy such special Assessment and thereupon the Board of Directors shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5(a) through (c) above. These special Assessment funds shall be delivered by the Board of Directors to the Insurance Trustee to be added to the proceeds available for the restoration and repair of the Condominium Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5(c) above. To the extent that any insurance proceeds are paid over to any mortgagee pursuant to the terms of its mortgage and it is then determined not to abandon the Condominium and to vote a special Assessment, each Unit Owner shall be obligated to replenish the funds so paid over to his mortgagee, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

d. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all Unit Owners.

7. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original structure, or as such structure was last constructed or according to the plans approved by the Board of Directors and the Property Owners Association's Design Control Board, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required.

8. Association's Powers to Compromise Claim. The Board of Directors is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims

arising under the insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

C. Worker's Compensation Policy. To meet the requirements of law.

D. Officers and Directors Liability Insurance. On behalf of and for the directors and officers of the Association to cover all of their acts and omissions as officers and directors at least in the amount of \$500,000.00.

E. Miscellaneous Insurance.

1. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

2. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring on his own Unit and for purchasing insurance on his own property.

3. If available, and where applicable, the Board of Directors shall endeavor to obtain policies which provide that the insurer waives the right to subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests.

F. Upon the recording of this Declaration of Condominium, all existing insurance shall be prorated and the Developer shall be reimbursed for pre-paid insurance.

XIV

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair and management of the Condominium Property and any Association property. The manager may assist in determining the budget, and collecting Assessments, as provided by this Declaration and By-Laws.

B. After the completion of the improvements included in the Common Elements contemplated by this Declaration and amendments thereto, there shall be no substantial alteration or further improvement of Common Elements without prior approval in writing by three-fourths (3/4) of the Unit Owners of all the Units, the Property Owners Association, and the Property Owners Association's Design Control Board. There shall be no change in the shares and rights of a Unit Owner in the Common Elements altered or further improved.

C. Each Unit Owner Agrees As Follows:

1. Not to make or cause to be made any structural addition or alteration to his Unit or to the Common Elements.

2. To make no alterations, decorations, repairs, replacements, or changes to the Common Elements. Unit Owners may use such contractor or subcontractor to make repairs or replacements to their Units as is approved by the Board of Directors and the Property Owners Association's Design Control Board. Said parties shall comply with the rules and regulations adopted by the Board of Directors and the Property Owners Association's Design Control Board. The Unit Owner shall be liable for all damages to another Unit, the Common Elements or the Condominium Property caused by the Unit Owner's contractor, subcontractor or employee, whether said damages are caused by negligence or otherwise.

3. To allow the Board of Directors or the agents or employees of the Association to enter onto any Unit for purposes of maintenance, inspection, repair or replacement of the improvements to the Units or the Common Elements, or to determine, in case of emergency, circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of the Declaration and the By-Laws of the Association.

4. To show no signs, advertisements or notices of any type on the Common Elements, except with the approval of the Association, or his Unit or on any Vessel tied up to a Unit.

D. In the event the Owner of a Unit makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an Assessment against the Owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alterations, and to restore the Unit or Common Elements to good condition and repair. Said Assessments shall have the same force and effect as all other special Assessments. The Association shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter upon a Unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions thereof.

E. The Property Owners Association's Design Control Board shall determine the exterior color scheme of all exterior surfaces, and no Unit Owner shall paint any exterior surface, or replace anything thereon or affixed thereto without the written consent of the Condominium Association and the written consent of the Property Owners Association's Design Control Board, which shall be first notified by the Condominium Association with respect to its determination as to same.

F. Association to Maintain Condominium Property.

1. The Association shall be responsible for the maintenance, repair and replacement of all of the Units and every portion thereof, and all fixtures and equipment therein and thereon, provided, however, the cost for same shall not be a Common Expense, but shall be individually charged to each Unit Owner in accordance with the actual cost to maintain his Unit. The Association shall have a common law lien upon each and every Unit for such costs, and including interest and court costs and reasonable attorneys' fees incurred by it in collecting the funds expended by it either in or out of court. The aforesaid liens may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida.

2. The Association shall be responsible for the maintenance, replacement and repair of the Common Elements, including the Limited Common Elements; the master electrical system; the master water system; the painting or staining and other surface treatment of exterior surfaces; all roads and paths and parking areas on the Condominium Property and all portions of the Condominium Property not included within a Unit, the cost of all of which are hereby declared Common Expenses of the Association. The Association may enter into an agreement with such firms and companies as it may determine to provide certain services and/or maintenance for and on behalf of the Unit Owners in the Condominium whereby maintenance and service are provided on a regularly-scheduled basis as said Association deems advisable and for such period and on such basis as it determines. Said agreement shall be on behalf of all Unit Owners, and the Assessments due from each Unit Owner for Common Expenses shall be increased by such sum as the Association deems

fair and equitable under the circumstances in relation to the monthly charge of said maintenance or service. Each Unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an Assessment under the provisions of Article X of this Declaration.

XV

TERMINATION

This condominium may be voluntarily terminated in the manner provided for in Section 718.117 of the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article XIII, B(6) above, this Condominium shall be subject to termination as provided in said Article.

XVI

PROPERTY OWNERS ASSOCIATION

The Owners of Units subject to this Declaration shall not be members of the J.L. PROPERTY OWNERS ASSOCIATION, INC. (the "Property Owners Association") by virtue of such ownership, but shall otherwise be members by virtue of ownership of a residence within Jonathan's Landing. However, the Condominium Property is subject to the JONATHAN'S LANDING DECLARATION OF COVENANTS AND RESTRICTIONS, and all amendments thereto, and is therefore under the jurisdiction of the Property Owners Association, which is a non-profit Florida corporation, created for the purpose of enforcing the Jonathan's Landing Declaration of Covenants and Restrictions, fulfilling all obligations imposed by said Jonathan's Landing Declaration of Covenants and Restrictions, and enabling property owners within Jonathan's Landing to have a fair and equitable manner of governing the use and maintenance of the land within that certain Planned Unit Development known as Jonathan's Landing.

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 in an amount sufficient to defray its expenses, but shall not assess the Unit Owners herein, except as they may be assessed by virtue of their ownership of residential property within Jonathan's Landing.

Notwithstanding anything hereinabove, however, in the event that the CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC. fails to maintain the Condominium Property, the Property Owners Association, with the consent of the Association, may enter upon the premises and maintain those areas in neglect. The cost of any such maintenance shall be charged against the CASSEEKEY ISLAND CONDOMINIUM ASSOCIATION, INC., and shall be a Common Expense of the Condominium.

XVII

AGREEMENT BETWEEN OWNERS OF CONTIGUOUS UNITS

Where any two (2) Units are abutting, the boundary between same, as described in Article XVIII A.1 herein, shall be for the mutual and perpetual benefit and use of the Owners thereof, including their heirs, assigns, successors and grantees. The Owner of each such Unit shall have the right to the full use of said common boundary, subject to the limitation that such use shall not infringe on the rights of the Owner of the adjoining Unit or in any manner impair the value of said common boundary.

In the event of damage or destruction to the common boundary from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit Owners shall, at their joint expense, repair and rebuild said boundary and each Unit Owner shall have the right to full use as herein provided of said repaired or rebuilt boundary.

In the event damage or destruction to a common boundary is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer.

If a Unit Owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other Unit Owner may have such boundary repaired or reconstructed and shall be entitled to a common law lien on the Unit of the Unit Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement. If a Unit Owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at its option to exercise the right of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Unit Owner. Any Unit Owner making use of the common boundary shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the common boundary, and shall save the adjacent Unit Owner harmless from all damages caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be performed in a workmanlike manner, and consent is hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

XVIII

MISCELLANEOUS PROVISIONS

A. Description of Units. Each Unit is located and bounded as shown on Exhibit A. The intent of Exhibit A is to delineate the following as the precise perimetrical and upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units - The precise perimetrical boundary of all Units is the exterior exposed surface of the wood decking comprising the Unit and the interior surface of the wood decking bound by a vertical projection of the boundary line between two Units, where applicable, and a vertical projection of the boundary line between the Unit and the Common Element main pier. All support piles and wood stringers are specifically excluded from the Units.

2. Lower Boundaries of Units. - The precise lower boundary of the Units is the exterior lower surface of the wood decking comprising the Unit.

3. Upper Boundaries of Units - The precise upper boundary of all Units is the exterior upper surface of the wood decking comprising the Unit.

B. Additional Items Included With Units. The following items are included with each Unit if such items are wholly or partially situate within or attached to the exterior of a Unit and are designed and installed to serve only such Unit:

1. all cleats serving only the particular Unit;
and

2. hose bibs serving only the particular Unit, provided, however, the pipes feeding the hose bibs are Common Elements of the Condominium and water shall be billed to the Unit Owners as a Common Expense of the Condominium.

C. The Unit Owners agree that if any portion of a Unit or Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event any improvement to the Condominium Property is partially or totally destroyed and then rebuilt, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist. The Unit Owners further agree that the Developer has a valid easement on the Condominium Property for water lines, and that same is fully assignable by the Developer.

D. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or by the abandonment of his Unit.

E. The Owners of each and every Unit shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the county wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right to contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each Unit Owner shall pay such ad valorem taxes and special assessments by taxing authorities as are specifically assessed against his Condominium Parcel.

For the purpose of ad valorem taxation, the interest of the Owner in his Unit and in the Common Elements and in any real property owned by the Association shall be considered the Condominium Parcel. The value of said Condominium Parcel shall be equal to the value of the Unit, together with its appurtenant share of the value of the Common Elements, including land and improvements, as set forth in Exhibit B to this Declaration.

F. All provisions of this Declaration and Exhibits attached hereto and amendments thereof and hereof shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and amendments thereto.

G. If any of the provisions of this Declaration, or of the By-Laws, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of

this Declaration, the By-Laws, or the Condominium Act, and of the application of any such provisions, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, addressed to each Unit Owner at his place of residence in Jonathan's Landing, unless the Unit Owner has, by written notice duly received for, specified a different address. Proof of such mailing by the Association shall be by the post office certificate of mailing or, if by personal delivery, proof of such delivery shall be given by affidavit of the person delivering such notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Association's address, or, in case of the Secretary's absence, then to the President of the Association or, in his absence, to any member of the Board of Directors of the Association.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly received for. Notices required to be given the personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from combining any two (2) contiguous Units in order that the said Units might be used together as one integral Unit. In such event, all Assessments, voting rights and the share of the Common Elements shall be calculated as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

J. The "Obligations of Owners" provided for by Section 718.303(1), Florida Statutes, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a court action to bring about compliance with the law or this Declaration and Exhibits attached hereto, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by them in bringing said action, if the Association is the prevailing party.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders; and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

L. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration and Exhibits hereto annexed.

M. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration shall be paramount to the Condominium Act as to those provisions where variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

N. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium Documents except as specifically set forth herein and therein, or provided by law, and no person shall rely upon any warranty or representation not so specifically made herein or therein or provided by law. Any estimates of Common Expenses, taxes or other charges are believed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon, except where the same is specifically warranted or guaranteed.

O. All Unit Owners and the Developer and its assigns are hereby granted easements over all lands owned by the Association, if any, and all of the Common Elements of the Condominium.

P. All Unit Owners, their families, guests, tenants, successors and assigns are hereby granted an easement over and across any contiguous Unit for purposes of ingress and egress to their own Units. Nothing shall be either permanently or temporarily placed within such easement area by the party benefiting from same so as to block access to said contiguous Unit.

Q. Until the Developer has completed all of the contemplated improvements and closed the sales of all the Units in the Condominium, neither the Unit Owners, contract purchasers, nor the Association, nor their use of the Condominium Property, shall interfere with the completion of the contemplated improvements or the sale of the Units. Developer may make such use of any unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, showing of the property, display of signs, storage of materials, and general office use.

R. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, easements, and all of the terms and provisions in this Declaration and Exhibits attached hereto, and all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service, drainage or other purposes now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant additional easements and designate the beneficiaries thereof, for such time as it determines in its sole discretion, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the improvements upon the Condominium Property, nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members. The Condominium Association and its members and the Developer and its successors and assigns are hereby granted an easement for ingress and egress over, through and across the paved areas of the Common Elements other than the parking spaces, for vehicular and pedestrian purposes. The aforesaid parties are further granted a pedestrian easement over and across the Common Elements of the Condominium. The terms "Street Easement," "Parking Easement," "Access Easement," "Ingress and Egress Easement," and "Roadway Easement" wherever used through this Declaration and Exhibits attached hereto shall mean the same and are for vehicular and/or pedestrian purposes as the context requires. The Developer hereby grants to the parties aforementioned an easement for ingress and egress for vehicular and pedestrian purposes over and across the paved area of the Common Elements, other than parking

spaces of the Condominium, to provide access to and from the Condominium to the nearest public street, road or right-of-way, and to provide access over and across all paved areas within the Condominium, provided said paved area is intended for use as a driveway, street, or road. The aforesaid areas are designated on Exhibit A attached hereto, and the parties hereto, i.e., Developer and Condominium Association, hereby grant and, where applicable, subject portions of the Condominium to said easements for the parties specified above by virtue of the execution of this Declaration, and Exhibits attached, by said Developer and Condominium Association, and same are further granted unto the Developer's designees. All easements of an "access" type as hereinbefore provided, as designated in Exhibit A attached hereto, which connect with other access easements shall be a part of the overall access easement hereinbefore provided as originally set forth herein. It is understood and agreed that the Condominium Property may or may not be abutting, contiguous to or adjacent to a public street, road or right-of-way.

S. The Developer and its designees shall have the right in their individual sole discretion at such time as they desire, to enter on, over and across the Condominium Property and the further right to use such portion of the Condominium Property for construction purposes, pursuant to this Declaration, and for repair, replacement and maintenance of the Condominium Property where the Association fails to do so, when authorized by the Association. The Association has the duty and obligation to maintain all paved areas and landscaping on property owned by it or within the Condominium Property in first-class condition, and, should said Association fail to do so, the Developer shall give the Association written notice detailing the same and cause said notice to be delivered as required in this Declaration, and in the event the Association does not cause the necessary steps to be taken and completed within thirty (30) days after the date said notice is delivered to it, the Developer, when authorized by the Association, shall enter upon the Condominium Property and any property owned by the Association and cause said maintenance, replacement, and/or repair to be made, and said Developer shall have a common law lien upon each and every Unit, for the cost thereof, including interest and court costs and reasonable attorneys' fees incurred by it in collecting the funds expended by it either in or out of court. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida. Where the Association fails to maintain, replace and repair as hereinbefore provided and an emergency situation exists, the Developer may, when authorized by the Association, immediately enter upon the Condominium Property and cause said repair, maintenance or replacement to be made forthwith, and said party shall have a common law lien upon each and every Unit in the same manner and in the amount as hereinbefore provided, which shall also be enforceable as hereinbefore provided. An easement is hereby granted over, through, across and beneath all Common Elements of the Condominium Property for drainage purposes and for the construction, placement and maintenance of utilities, including, but not limited to, electrical and water service.

T. Developer, its successors and assigns, and the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., its successors and assigns, by way of a Grant of Easement which has been or will be recorded in the Public Records of Palm Beach County, Florida, have granted to the Association an easement for ingress, egress, and regress to pedestrian and vehicular traffic, utilities, drainage, cable television and pier construction over and across Tract K, all of access Tract Q, and the South 230 feet of Casseekey Island Road, as shown on the plat of Casseekey Island at Jonathan's Landing P.U.D., as recorded in Plat Book 59, at Pages 15, 16 and 17, Public Records of Palm Beach County, Florida, and dedicated to the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., which lie adjacent to the Condominium Property and which afford access to the Condominium parking area.

Developer, its successors and assigns, and the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., its successors and assigns, by way of a Grant of Easement which has been or will be recorded in the Public Records of Palm Beach County, Florida, have granted to the Association an easement for vehicular and pedestrian ingress and egress purposes over and for construction and attachment of the main pier on Tract "K," as shown on the plat of Casseekey Island at Jonathan's Landing P.U.D., as recorded in Plat Book 59, at Pages 15, 16 and 17, Public Records of Palm Beach County, Florida, for purposes of access to the pier and the Units.

J.L. Property Owners Association, Inc., its successors and assigns, by way of a Grant of Easement, which has been or will be recorded in the Public Records of Palm Beach County, Florida, has granted to the Association and the Unit Owners, their heirs, successors and assigns, an easement over and through the saltwater parcel in which portions of the Condominium Property are located, said saltwater parcel being known as Parcel SW-2, as shown on the plat of Recreation Areas at Jonathan's Landing, P.U.D., as recorded in Plat Book 57, at Pages 171 through 179, inclusive, Public Records of Palm Beach County, Florida, for purposes of construction and maintenance of the pier and Units, for tying up Vessels to the Units and the Common Element berths, and for sailing Vessels over and across said saltwater parcel.

XIX

CONDEMNATION

A. Deposit of Awards With Insurance Trustee. The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special charges will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium Property will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

D. Unit Reduced But Useable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made useable for the purposes intended, the award for the taking of a portion of the Unit shall be used for the following purposes

in the order stated and the following changes shall be effected in the Condominium:

1. Restoration of Unit. The Unit shall be made useable for the purposes intended. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit.

2. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

3. Adjustment of Shares in Common Elements. If the surface square footage of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the surface area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated, with the percentage amount of the Unit being taken allocated to the remaining Units in proportion to their relative share of ownership in the Common Elements.

E. Unit Made Unuseable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made useable for the purpose intended, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. Payment of Award. The market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvements of the Common Elements.

3. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be accomplished by restating the shares of continuing Unit Owners in the Common Elements, with the share of the Common Elements of the Unit taken being allocated to the remaining Units in proportion to their relative share of ownership in the Common Elements.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing

rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and mortgagee(s) of the Unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an Amendment of the Declaration of Condominium that needs to be approved only by a majority of all Directors of the Association.

XX

USE OF UNITS

The Association and Unit Owners agree that individual assessments may be levied against a Unit Owner by the Association for charges for guests and invitees of said Unit Owner for any special services and charges. Such individual assessments are not Assessments for Common Expenses.

The Unit Owner shall not permit or suffer anything to be done or kept on or in his Unit or on or in any Vessel tied up to his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises or otherwise, nor shall the Unit Owners commit or permit any nuisance or immoral or illegal acts in or about the Condominium Property.

The Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on or from his Unit except with the prior written consent of the Board of Directors and the Property Owners Association's Design Control Board and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. Any clothesline or similar device shall be out of view from any portion of the Condominium Property.

No person shall use the Common Elements or property owned by the Association, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Board of Directors.

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

In the event of an emergency to a Unit Owner's Vessel or any Vessel berthed at a Unit during the Vessel owner's absence, i.e. breakdown of the bilge pump, leak, bad lines, etc., all Unit Owners authorize the Board of Directors, in its sole discretion and as economically as possible, to cause necessary repairs to be made to any such Vessel. The cost of any such repairs shall be charged to the Owner at whose Unit such Vessel is berthed as an individual expense.

In the event of a tropical storm warning, the Condominium Property will be cleared of all Vessels. The Board of Directors of the Association shall determine when such action shall be necessary. Each Unit Owner agrees to make arrangements in advance for the safe anchorage of his Vessel during the hurricane season and to notify the Association, in writing, of said arrangements. In the event of an emergency, tropical storm or hurricane, the Association reserves the right to evacuate any unattended Vessel from the Condominium Property at the expense and risk of the owner of the Vessel. Failure to remove the Vessel from the Condominium Property will cause the owner of the Vessel to be liable for any damage caused by the Vessel to the Condominium Property.

The Rules of the Road and the Navigation Laws of the United States apply to all Vessels within and approaching the Condominium Property.

Advertising and soliciting of any type shall not be permitted on any Vessel within the Condominium Property. The address or telephone number of any Vessel shall not be used for business purposes.

Swimming, diving and fishing shall not be permitted from any portion of the Condominium Property.

Painting, scraping or repairing of gear shall not be permitted on the Condominium Property. The extent of allowable repairs and maintenance to Vessels within the Condominium Property shall be at the discretion of the Board of Directors.

No sign of any kind, shape or form whatsoever shall be permitted on a Unit or on any Vessel tied up to a Unit without the express approval of the Association and the J.L. Property Owners Association, Inc.'s Design Control Board.

There shall be no cooking or grilling on any Units.

There shall be no open storage of any personal property, including, but not limited to, ~~waterhoses and lines~~ on the Units. All such personal property shall be kept and stored in the Limited Common Element dock boxes reserved for each Unit.

No dog owned or kept by any Unit Owner shall be allowed on the Condominium Property, including the Owner's Unit, without a leash and in the custody of an individual. Every Unit Owner shall be responsible for immediately cleaning up the Condominium Property after use by his pet.

In no event shall any pet become a nuisance or a disturbance to any other Unit Owner. Should a complaint be made by any Unit Owner of a disturbance caused by any pet on the Condominium Property, such pet shall no longer be permitted to be brought onto the Condominium Property upon notice to the owner of the pet to that effect.

All Vessels docked at the Condominium Property 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.

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
OF
CASSEEKEY ISLAND DOCK CONDOMINIUM

LEGAL DESCRIPTION

Tract "L" according to the Plat of Casseekey Island at Jonathan's Landing, P.U.D., as recorded in Plat Book 59, Pages 15, 16 and 17, inclusive, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

That certain Grant of Easement dated December 27, 1988, recorded in Official Record Book 5928, pages 1969 through 1971, inclusive, public records of Palm Beach County, Florida.

AND

That certain Grant of Easement dated December 27, 1988, recorded in Official Record Book 5928, pages 1972 through 1974, inclusive, public records of Palm Beach County, Florida.

AND

That certain Grant of Easement dated December 27, 1988, recorded in Official Record Book 5928, pages 1965 through 1968, inclusive, public records of Palm Beach County, Florida.

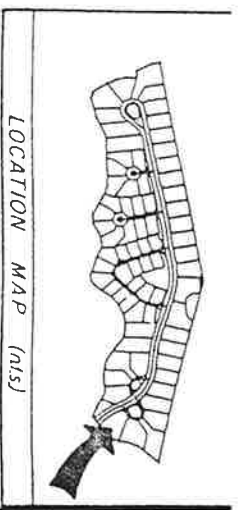
AND

SUBJECT TO:

That certain Grant of Drainage Easement dated October 12, 1988, recorded in Official Record Book 5904, pages 33 through 35, inclusive, public records of Palm Beach County, Florida.

AND

That certain Wall Easement dated October 12, 1988, recorded in Official Record Book 5904, pages 36 through 40, inclusive, public records of Palm Beach County, Florida.



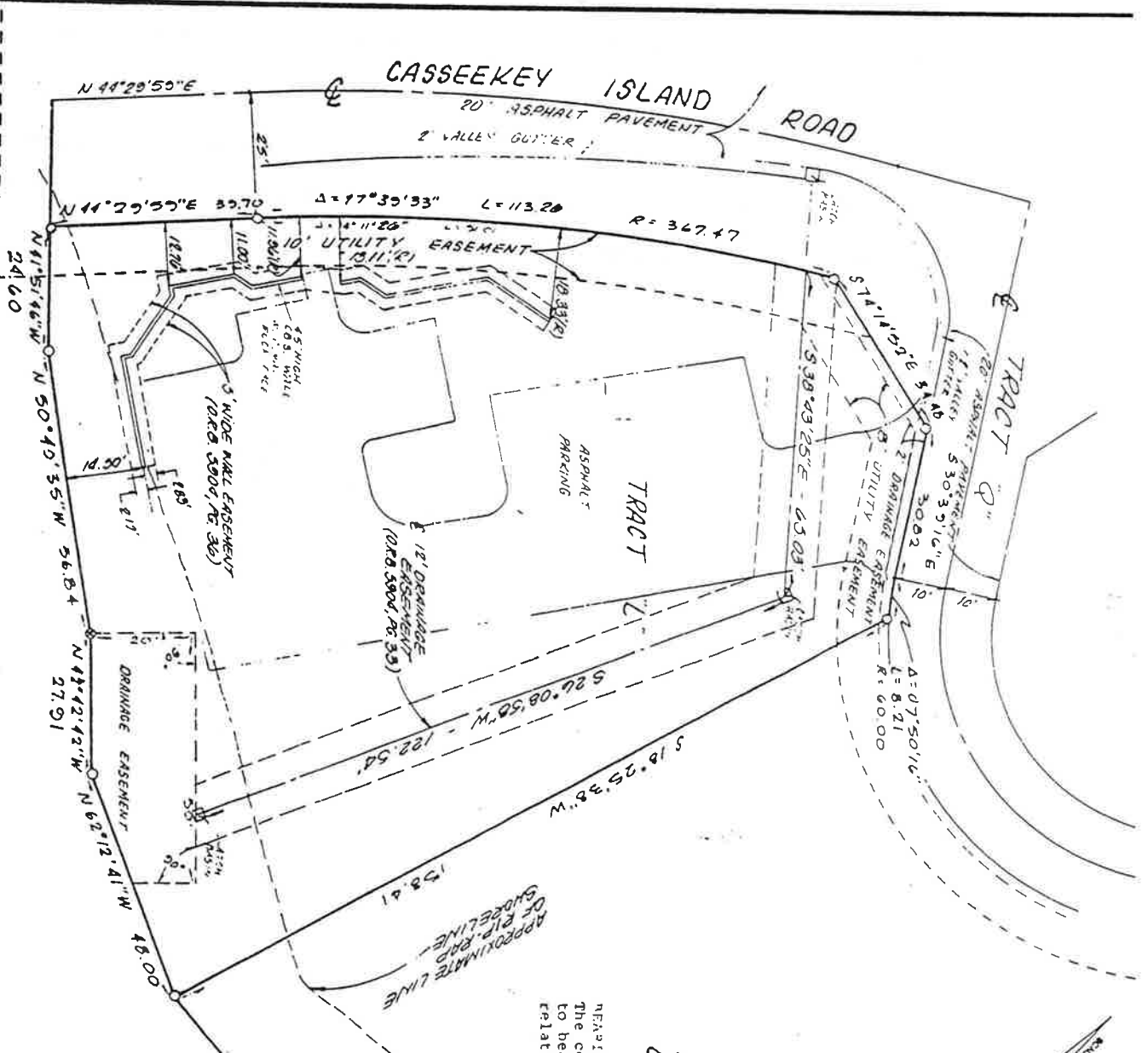
LEGAL DESCRIPTION

TRACT 2, PLAT OF CASSEEKEY ISLAND AT JONATHAN'S LANDING PLAT BOOK 59, PAGES 15-17, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

REMARK: N.A.S.P.: The centerline of Casseekey Island Road is taken to bear N 44°29'59" E and all other bearings are relative thereto, and are also Plat bearings.

THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN 1500 FEET OF THE COASTAL CONSTRUCTION CONTROL LINE.

ELEVATIONS SHOWN HEREON ARE REFERENCED TO NGVD-29.



CERTIFICATE: I hereby certify that the survey represented hereon dated this 19th day of June 1988 is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statute.

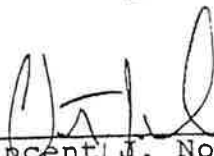
DATE: 6/28/88
 DRAWN: JVB
 CHECKED: JVB

ADDED WALL EASEMENT FOR DR. 08/19/89
REVISED WALL LOCATION OF 7-6-88
REVISIONS

PROJECT NAME:	BOUNDARY SURVEY	FOR:	JONATHAN'S LANDING
LINDA H. BROWNING, FERRARI'S HILLSTRIM, INC.			
PO BOX 12			
40 SOUTH SECOND STREET			
AVENUE (LORNO 134601)			
WEST PALM BEACH, FLORIDA 33411			
DATE:	6-28-88	DRAWN:	JVB
SCALE:	1" = 20'	SHEET:	1 OF 1
		FIELD BOOK:	Pg. 8
		WORK ORDER:	No. 87-002

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY that the construction of the improvements of CASSEEKEY ISLAND DOCK CONDOMINIUM are substantially complete, and all planned improvements, including, but not limited to, utility services and access to each condominium unit contained therein and all common element facilities have been substantially completed so that the survey, graphic description and plot plan, together with the provisions of the Declaration of Condominium of CASSEEKEY ISLAND DOCK CONDOMINIUM describing the condominium property, is an accurate representation of the location and dimensions of the improvements described herein, and that the identification, location and dimensions of the common elements and of each unit within CASSEEKEY ISLAND DOCK CONDOMINIUM can be determined from these materials.



Vincent J. Noel
Professional Land Surveyor
State of Florida No. 4169

JAN 16 1981

EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
OF
CASSEEKEY ISLAND DOCK CONDOMINIUM

SHARES OF COMMON ELEMENTS

The share of each Unit in the Condominium
of the Common Elements and the Common
Expenses and Common Surplus is as follows:

<u>Unit No.</u>	<u>Share</u>
1N	3.25%
2N	3.25%
3N	3.25%
4N	3.85%
5N	3.85%
6N	3.85%
7N	3.85%
8N	3.85%
9N	3.85%
10N	3.85%
11N	3.85%
12N	3.80%
1S	3.25%
2S	3.25%
3S	3.25%
4S	3.85%
5S	3.85%
6S	3.85%
7S	3.85%
8S	4.70%
9S	4.70%
10S	4.70%
11S	4.70%
12S	4.75%
T	6.95%

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

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.

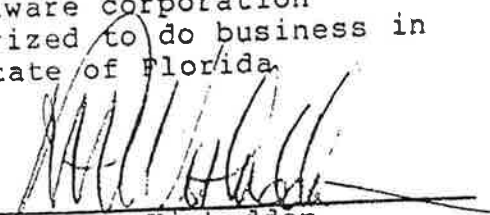
B. Page 2 of Exhibit "A" to the Declaration is hereby deleted and there is substituted in its place and stead, page 2 of Exhibit "A", attached hereto.

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.

(CORPORATE SEAL)

By: 
Robert W. Kiskaddon
President

ATTEST:

Frederica B. Fiebel
Frederica B. Fiebel
Assistant Secretary

MAM04921
5/10/89

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

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.

June WITNESS my hand and official seal this 14th day of June, 1989.

Sheryl L. Barrett
Notary Public

(NOTARY SEAL)

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

MAM04921
5/10/89

CASSEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

1989 ESTIMATED OPERATING BUDGET

	<u>Yearly</u>	<u>Quarterly</u>
Administration	\$ 3,000.00	\$ 750.00
Management Fee	1,500.00	375.00
Lighting	300.00	75.00
Maintenance		
Deck Maintenance	1,000.00	250.00
Fire Maintenance System	500.00	125.00
Parking Lot Maintenance	200.00	50.00
Insurance and Taxes	5,000.00	1,250.00
Electricity	200.00	50.00
Water	1,900.00	475.00
Sanitiation	2,600.00	650.00
Miscellaneous Expenses	175.00	43.75
Reserves:		
Docks	12,500.00	3,125.00
Pavement	756.00	189.00
Capital Expenses	-0-	-0-
Deferred Maintenance	-0-	-0-
Total Expenses	<u>\$29,631.00</u>	<u>\$7,407.75</u>

Expenses for Individual Unit/Month = (See Attached Sheet)

The above stabilized budget assumes full operation of the Condominium Association for the year of 1989 as if all units were sold and occupied.

To the extent that charges to homeowners during the initial period to full sell-out are not sufficient to meet current expenses, such short-fall will be subsidized by the Developer.

MAM01915
5/11/89

CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

1989 ESTIMATED OPERATING BUDGET = \$29,131.00

<u>Slip Number</u>	<u>Percentage Share</u>	<u>Assessment/Month</u>
		\$80.25
1N	3.25%	\$80.25
2N	3.25%	\$80.25
3N	3.25%	\$80.25
4N	3.85%	\$95.07
5N	3.85%	\$95.07
6N	3.85%	\$95.07
7N	3.85%	\$95.07
8N	3.85%	\$95.07
9N	3.85%	\$95.07
10N	3.85%	\$95.07
11N	3.85%	\$93.83
12N	3.80%	\$80.25
1S	3.25%	\$80.25
2S	3.25%	\$80.25
3S	3.25%	\$95.07
4S	3.85%	\$95.07
5S	3.85%	\$95.07
6S	3.85%	\$95.07
7S	3.85%	\$116.05
8S	4.70%	\$116.05
9S	4.70%	\$116.05
10S	4.70%	\$116.05
11S	4.70%	\$116.05
12S	4.75%	\$117.29
T	6.95%	\$171.61

MAM01915
5/11/89

CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

Reserves Schedule - 1989

Cost of construction of 25 docks -- \$250,000.00

<u>Estimated Life</u>	<u>Remaining Life</u>	<u>1989</u>
20 years	20 years	\$12,500.00
Paving -- 6,300 sq. ft. @ \$.01/mo.		<u>756.00</u>
	Total	<u>\$13,256.00</u>

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

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

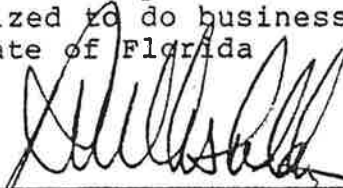
have expired, and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

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

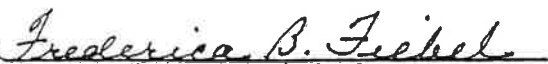
IN WITNESS WHEREOF, Jonathan's Landing, Inc., a Delaware corporation, authorized to do business in the State of Florida, as Developer, has caused these presents to be executed and its seal affixed, this 21st day of June, 1989.

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

(CORPORATE SEAL)

By: 
Robert W. Kiskaddon
President

ATTEST:


Frederica B. Fiebel
Assistant Secretary

MAM06915
6/15/89

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

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.

June WITNESS my hand and official seal this 21st day of
 , 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

(NOTARY SEAL)

MAM06915
6/15/89

Sign: *[Signature]*
Print: DIANA L. REED

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

By: Sign: *[Signature]*
Secretary

Sign: *Nancy A. Graham*
Print: NANCY A GRAHAM

Print: William D. GRAHAM

Sign: *[Signature]*
Print: CAROLE PATTERSON

Current Address: 3322 Casseekey Islan
Road, Apt. #1002, Jupiter, FL 3347

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

I HEREBY CERTIFY that on this 12th 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.

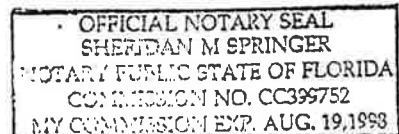
WITNESS my signature and official seal at Jupiter in the County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Sign: *[Signature]*

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 23'~~ 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.

CASSEEKEY 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

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 XII, 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 22 day of June, 1998.

Witnessed by:

Casseekey Island Dock Condominium Association, Inc.

[Signature]
Print Name: Esther De Jesus

By: [Signature]
WARREN THOMPSON, President
DON BARRYTE

[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 BARRYTE AND

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 Expires 2/31/99
1-800-J...
P:\WPS1\FORAS\AMEND\00972222.AM

[Signature]
PRINT NAME:
Notary Public, State of Florida
Serial Number:
My commission expires: 5-31-99

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.

**EXHIBIT "A" TO THE FOURTH CERTIFICATE OF AMENDMENT TO CASSEEKEY
ISLAND DOCK CONDOMINIUM DECLARATION OF CONDOMINIUM**

1) The Casseekey Dock Condominium Declaration of Condominium, Article XX, entitled "Use of Units" unnumbered paragraph seven (page 29), shall be amended to read as follows (The language added is underlined; the language deleted is ~~struck-out~~):

7. Storms. ~~In the event of a tropical storm warning, the Condominium Property will be cleared of all vessels. The Board of Directors of the Association shall determine when such action shall be necessary.~~ Each Unit Owner agrees to make arrangements in advance for the safe anchorage of the Owner's his Vessel during the hurricane season and for any inclement weather and to notify the Association, in writing, of said arrangements. In the event of an emergency, tropical storm or hurricane, the Association reserves the right to evacuate any unattended Vessel from the Condominium Property at the expense and risk of the owner of the Vessel and the Unit Owner of the Unit at which the Vessel is docked. Failure to remove the Vessel from the Condominium Property will cause the Owner of the Vessel and the Unit Owner of the Unit at which the Vessel is docked to be liable for any damage caused by the Vessel to the Condominium Property.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 21, 1988, as shown by the records of this office.

The document number of this corporation is N29837.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of December, 1988.



CR2EO22 (6-88)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name of Corporation

The name of the corporation is CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the administration of CASSEEKEY ISLAND DOCK CONDOMINIUM, and the terms defined in the Declaration of Condominium thereof, to which these Articles of Incorporation are attached, are incorporated herein by reference and made a part hereof.

2.2 The Association will make no distributions of income to its members, Directors or officers.

ARTICLE III

Powers

The powers of the Association will include and be governed by the following provisions:

3.1 The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the Condominium Act.

3.2 The Association will have all of the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration of Condominium, as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the Condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the Condominium Property and improvements thereon and to cause such exterior maintenance and repairs to be performed as may be necessary.

d. To purchase insurance for the Condominium Property and insurance for the protection of the Association and its members.

e. To reconstruct improvements after casualty and to further improve the Condominium Property.

f. To make and amend reasonable regulations respecting the use of the Condominium Property.

g. To approve or disapprove the transfer, mortgaging and ownership of Units as may be provided by the Declaration of Condominium and the By-Laws of the Association.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Condominium Property.

i. To contract for the management and operation of the Condominium.

j. To employ personnel to perform the services required for the proper management and operation of the Condominium.

k. To accept title to real property to be held for the benefit of the Association.

3.3 All funds, except such portions thereof as are expended for the Common Expenses of the Condominium, and the titles of all properties, will be held in trust for the members of the Association in accordance with their respective interests under the Declaration of Condominium and in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Association.

3.4 The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

ARTICLE IV _

Members

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 Until such time as the property to be administered by the Association and the improvements which may hereafter be constructed thereon are submitted to a plan of condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to these Articles or their assigns, each of which subscribers or their assigns shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

4.2 After property administered by the Association has been submitted to condominium ownership by the recordation of the Declaration of Condominium, the members of the Association will consist of all of the record owners of Condominium Units in the Condominium and, in the event of termination of the Condominium, will consist of those Unit Owners who were members at the time of such termination, their successors and assigns.

4.3 After receiving approval by the Association as required in the By-Laws, change of membership will be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a Condominium Unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.4 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Condominium Unit.

4.5 The owner of each Condominium Unit will be entitled to one vote as a member of the Association, subject to the manner of exercising voting rights as determined by the By-Laws of the Association.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-Laws 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.

5.2 Directors of the Association will be elected at the annual meetings of the members in the manner determined by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the By-Laws of the Association.

5.3 The first election of the Directors by members of the Association will be held as specified in the By-Laws. Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by appointment by the Developer.

5.4 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 VI

Officers

The affairs of the Association will be administered by the Officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at the annual meetings of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who will serve until their successors are designated 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

Indemnification

Every Director and every Officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when a 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, the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the affirmative vote of a majority of the Directors until a majority of the Directors are elected by Unit Owners other than the Developer. Thereafter, they may be altered, amended or rescinded at any duly called meeting of the Unit Owners, provided:

a. Notice of the meeting shall contain a statement of the proposed amendment, which statement shall comply with F.S. 718.112(2)(h).

b. The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners.

c. Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation will be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association prior to the meeting. Except as elsewhere provided:

a. Such approvals may be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire voting membership of the Association, or

b. By not less than eighty percent (80%) of the votes of the entire voting membership of the Association.

9.3 Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing of all voting members and the joinder of all record owners of mortgages upon the Condominium Units. No amendment will be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X

Term

The term of the Association will be perpetual.

ARTICLE XI

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

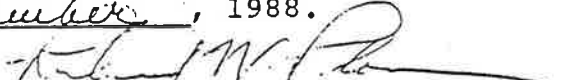
Richard W. Plowman
17290 Jonathan Drive
Jupiter, Florida 33477

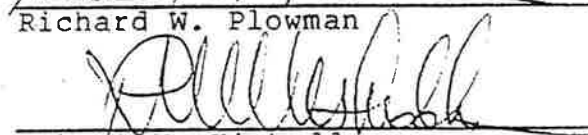
Robert W. Kiskaddon
17290 Jonathan Drive
Jupiter, Florida 33477

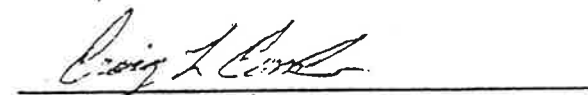
Craig L. Combs
17290 Jonathan Drive
Jupiter, Florida 33477

FILED
1988 DEC 21 PM 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 28th day of November, 1988.


Richard W. Plowman

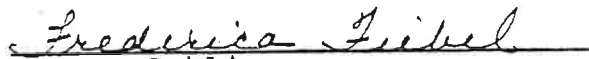

Robert W. Kiskaddon


Craig L. Combs

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, personally appeared before me, the undersigned authority, Richard W. Plowman, Robert W. Kiskaddon, and Craig L. Combs, individually and severally, who acknowledged before me that they executed the foregoing Articles of Incorporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of November, 1988.


Notary Public
State of Florida at Large

(NOTARY SEAL)

My commission expires:

CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE
AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

That CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the By-laws of this corporation in the County of Palm Beach, State of Florida, has named PAUL C. WOLFE, ESQUIRE, located at 505 South Flagler Drive, City of West Palm Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGED:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


PAUL C. WOLFE

FILED
1988 DEC 21 PM 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WAH83A
11/17/88

BY-LAWS
OF
CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.

(An Incorporated Non-Profit Association)

ARTICLE I

Identity

The following By-Laws shall govern the operation of CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, hereinafter referred to as the Association.

The Association is an incorporated non-profit Association, organized and existing pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of administering CASSEEKEY ISLAND DOCK CONDOMINIUM.

Section 1. The office of the Association shall be at the Condominium Property or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the corporation, the word "Florida" and the words "corporation not for profit", and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to Owners of the Units as identified in the Declaration of Condominium to which these By-Laws are attached. Transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter provided, the vote of a Unit shall be cast only by the "voting member". If Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member. The use of the term "corporation," when referring to a Unit Owner, shall also refer to a limited partnership or other legal entity, where applicable.

Any application for transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of credit report expense, which shall not exceed Fifty Dollars (\$50.00). No charge shall be made in

BY-1

EXHIBIT D

connection with an extension or renewal of a lease.

Section 2. Voting.

a. The Owner of each Unit shall be entitled to one (1) vote. If a Unit Owner owns more than one Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

b. A majority of the Unit Owners' total votes represented at a meeting at which a quorum is present, subject to Section 5 of this Article II, shall decide any question, unless the Articles of Incorporation, By-Laws, or the Declaration of Condominium provide otherwise, in which event such other voting percentages shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners entitled to vote, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority" of the Unit Owners entitled to vote shall mean voting members holding fifty-one percent (51%) of the votes.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. No one person may be designated to hold more than five (5) proxies.

Where a Unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, as provided below, a proxy must be signed by both husband and wife to have a third person designated as proxy.

Section 5. Designation of Voting Members. If a Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the record Owners of the Unit, and filed with the Secretary of the Association. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

a. They may, but they shall not be required to, designate a voting member.

b. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

c. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III

Meetings of the Membership

Section 1. Time. The annual members' meeting shall be held at 3:00 p.m. local time, on the third Monday 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.

Section 2. Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other convenient place and at such time (except for the annual meeting) as shall be designated by the Board of Directors of the Association 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 to each Unit Owner of record, stating the time and place thereof, as follows:

a. Written notice of annual meetings shall be provided each Unit Owner and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner, at the address of the Unit Owner as it appears on the books of the Association, and the post office certificate of mailing shall be retained by the Association as proof of such mailing.

b. Written notice of special meetings shall be provided each Unit Owner and shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) hours prior to the special meeting for which notice is being given. Unless a Unit Owner waives in writing the right to receive notice of special meetings by mail, notices of special meetings shall be sent by mail to each Owner at the address of the Unit Owner as it appears on the books of the Association. The notice of any special meeting shall state the purpose thereof.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, or these By-Laws, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing a majority of the Unit Owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all 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 a provision of

these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action, if such meeting were held, consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval by members upon any matter, whether or not the subject of an Association meeting, shall be by the voting members.

ARTICLE IV

Directors

Section 1. Number, Term and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. 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 so 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 not 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. 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.

FYI ONLY
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). Successive 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.

Section 2. Method of Election and Organizational Meeting. Election of Directors shall be conducted in the following manner:

a. Elections of Directors shall be held at the annual members' meeting.

b. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director to be elected. Nominations, in addition to the committee nominations, may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each voting member being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. The organizational meeting of a newly elected Board of Directors of the Association 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, provided a quorum shall be present, except that notice shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance to the attention of the Unit Owners. The meeting shall be open to all Unit Owners.

Section 3. First Board of Directors. The first Board of Directors of the Association, whose members shall hold office and serve until the first meeting of the members following turnover of control of the Association and until their successors have been elected and qualified, shall consist of the following:

Richard W. Plowman
Robert W. Kiskaddon
William A. Forman

Section 4. Removal of Directors. At any duly convened regular or special meeting of the members, any one or more of the Directors may be removed, with or without cause, by the vote or agreement in writing of a majority of the voting members. The proposed recall of more than one member of the Board of Directors shall require a separate vote for each Director sought to be recalled or, where recall is attempted by written agreement, a separate agreement is required for each Director being recalled. A successor to a recalled member of the Board of Directors may be elected at such meeting to fill the vacancy thus created for the balance of the unexpired term, provided, however, that no Director appointed by Developer may be recalled by the Unit Owners. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided for in Section 5 below. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the voting members giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. If such special meeting is called as the result of a petition by ten percent (10%) of the voting members, the notice must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting members. The list must state that the purpose of the signatures is for recall.

During the meeting to recall one or more Directors, the Unit Owners shall select and announce the name and address of a representative to receive pleadings, notices or other papers on behalf of the petitioning Unit Owners in the event that the vote at such meeting is disputed and a petition for arbitration is filed. If a proposed recall is sought by written agreement, such agreement shall designate a representative to receive pleadings, notices, or other papers on behalf of the Unit Owners executing the agreement, to be used in the event the Board of Directors determines not to certify the written agreement to recall and files a petition for binding arbitration, pursuant to Section 718.112(k), Florida Statutes.

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, though less than a quorum, shall choose a successor or successors (unless a successor has been chosen pursuant to Section 4 above), who shall hold office for the balance of the unexpired term with respect to which such vacancy occurred, or such vacancy may remain unfilled. 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 Association to the attention of the Secretary. Unless otherwise specified therein, such resignation 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 Unit by a Director shall automatically constitute a resignation, effective as of the date of transfer. 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 shall automatically constitute a resignation effective as of the thirty-first (31st) day of delinquency.

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, except in an emergency. All notices for such meetings shall state the purpose of the meeting. Meetings of the Board of Directors shall be open to all Unit Owners and notice of the meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance to the attention of the Unit Owners, except in an emergency. Unit Owners shall be given at least thirty (30) days' prior written notice of the time and place of the meeting of the Board of Directors wherein a budget will be considered, and such meeting shall be open to the Unit Owners. Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 8. Director's 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, any business may be transacted at such meeting, and no notice shall be required, except to Unit Owners as provided in Section 7 of this Article IV.

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 be 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.

Section 10. Minutes. The minutes of all meetings of Unit Owners and the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 11. Proviso. The first Board of Directors shall serve until the first special meeting of members following the closing of sales of fifteen percent (15%) of the Units. The first Board of Directors will be three (3) in number. The Developer shall cause one (1) Director to submit his resignation effective as of said meeting. The Unit Owners present at the said meeting (other than Developer) shall be entitled to elect a

Director to fill the vacancy of the Director who shall have submitted his resignation. The Director elected by the Unit Owners other than Developer shall serve until the next annual members' meeting, at which time his term shall expire and his successor shall be elected by Unit Owners other than the Developer. The remaining two (2) Directors originally appointed to the Board, or their successors designated by the Developer, who have not resigned, shall continue in office and their terms shall not expire until the first special members' meeting occurring three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units, or when all the Units have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur, or, in Developer's sole discretion, at an earlier date. At such special members' meeting, the Unit Owners shall be entitled to elect not less than a majority of the members of the Board of Directors, and the Unit Owners shall be entitled to elect Directors in the number specified in Section 1 hereof. Provided, however, that as long as the Developer holds for sale, in the ordinary course of business, five (5%) percent of the Units, the Developer shall be entitled to elect one (1) Director.

Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a Director or Directors, the then members of the Board of Directors shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice thereof, a meeting of the Unit Owners for this purpose. Any such meeting may be called and the notice given by any Unit Owner if the Board of Directors fails to do so.

Section 12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration of Condominium, or by these By-Laws directed to be exercised and done by the Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

a. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Condominium Act, and all powers incidental thereto.

b. To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

c. To employ, dismiss, and control the personnel necessary for the maintenance and operation of the Condominium Property, including any property owned by the Association, 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 Common Elements and any property owned by the Association, and the use and maintenance of the Units.

e. To contract for the management of the Condominium Property, to contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, or to lease or license such portions.

f. To improve the Condominium Property, real and personal, and to purchase realty and items of furniture, furnishings, fixtures and equipment, and to acquire and enter into agreements with respect to recreational facilities pursuant to F.S. 718.114.

g. 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 Association. Any such committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

The foregoing powers shall be exercised by the Board of Directors, subject only to approval by Unit Owners when such is specifically required.

ARTICLE V

Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and any of whom may be members of the Board of Directors. The President and Vice President shall be elected from the members of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the offices of President and Secretary or Assistant Secretary. Notwithstanding the foregoing, the restriction as to the aforementioned offices shall not apply until Unit Owners other than the Developer are entitled to elect a majority of the Directors.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board following the annual 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 Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the entire Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation shall be paid to the officers of the Association.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all 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 Unit Owners and he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records, and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The Secretary shall keep minutes of all meetings of the Association and the Board of Directors in a book which shall be made available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain such minutes for a period of not less than seven (7) years.

Section 8. The Treasurer.

a. He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as many be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each Unit in the manner required by F.S. 718.111(12)(a)11.b. All accounting records shall be open to inspection by Unit Owners or their authorized representatives and written summaries of same shall be supplied at least annually to Unit Owners or their authorized representatives.

b. He shall disburse the funds of the Association 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 his transactions as Treasurer and of the financial condition of the Association.

c. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

d. He shall give status reports to potential transferees on which reports the transferees may rely.

e. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. The First Officers. The first officers of the Association who shall hold office and serve until the first election of officers by the Board of Directors of the Association following the first meeting of members, wherein a majority of the Directors are elected by Unit Owners other than the Developer pursuant to the terms of these By-Laws, are as follows:

President: Richard W. Plowman
Vice President: Robert W. Kiskaddon
Secretary/Treasurer: William A. Forman

ARTICLE VI

Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of

the Association.

Section 2. Fidelity Bonds. The Treasurer and all other officers, Directors and employees of the Association who are authorized to sign checks, and any contractor handling or responsible for Association funds, shall be bonded in the principal sum of not less than Ten Thousand Dollars (\$10,000) for each such officer or Director. The premiums on such bonds shall be paid by the Association.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that 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 times as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

a. The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium Property. The term "Condominium Property" for the purposes of the provisions of this Section shall refer to the property submitted to condominium ownership by the Declaration of Condominium to which a copy of these By-Laws are attached as Exhibit D, and to the Condominium's interest in real and personal property owned by the Association.

Common Expenses shall include expenses for the operation, maintenance, repair, replacement of or taxes on the Common Elements, and land and personal property owned by the Association, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the Common Elements of the Condominium Property. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the manner provided for sharing Common Expenses as provided in the Declaration of Condominium. Said assessments shall be payable quarterly in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

b. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request said Treasurer shall give a receipt for each payment made to him.

Budget.
c. The Board of Directors shall prepare a budget for the Condominium and the Association for each fiscal year for the estimated funds required to defray the Common Expenses, including without limitation thereto (i) current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); (ii) reserve for replacement, which shall include funds for repair or

replacement required because of damage, depreciation or obsolescence; (iii) reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually; (iv) betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements; and (v) operations, the amount of which may be to provide working funds or meet losses. The reserve accounts shall include, but not be limited to, pavement resurfacing, capital expenditures and deferred maintenance. Each reserve account shall be stated as a separate item in the budget and in the financial records of the Association. The amount to be reserved shall be based upon estimated life and estimated replacement cost of each reserve item. A majority of the voting members present, in person or by proxy, at a duly called meeting of the Association, may vote to waive the reserves, in whole or in part. Any such waiver shall be effective for only one annual budget, and the vote must be taken annually to continue to waive the reserves.

d. Assessments shall be made against Unit Owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payments of all the anticipated current operating expenses and for any unpaid previously incurred operating expenses.

e. Copies of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting and written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessment for the preceding year, upon written application of ten percent (10%) of the voting members, a meeting shall be held upon not less than ten (10) days' written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, subject to the provisions of Section 5 below, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the total number of votes of all voting members. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of the voting members by a writing, such budget shall not thereafter be examined by the Unit Owners in the manner hereinbefore set forth. In determining whether assessments exceed 115% of similar assessments in the prior year, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors with respect to repair or replacement of the Condominium Property or with respect to anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the Condominium Property as the By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as the Developer remains in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessments without approval of a majority of the voting members.

f. Within sixty (60) days following the end of the fiscal year, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The reports will show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

1. cost for security;
2. professional and management fees and expenses;
3. taxes;
4. cost for recreation facilities;
5. expenses for refuse collection and utility services;
6. expenses for lawn care;
7. cost for building maintenance and repair;
8. insurance costs;
9. administrative and salary expenses; and
10. general reserves, maintenance reserves, and depreciation reserves.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors. All assessment payments by Unit Owners shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Board of Directors shall determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the installment for the next quarter upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the mailing of such notice to the Unit Owner. In addition, upon thirty (30) days' default, the Association shall give prompt notice to the Unit Owner's Institutional Mortgagee of said default.

ARTICLE VII

Additions or Alterations

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium Property which this Association operates and maintains, except as specifically provided for in Article XIV.B. of the Declaration of Condominium to which these By-Laws are attached. A Unit Owner shall not make any alterations to his Unit which would remove any portion of, or make any additions to, Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

ARTICLE VIII

Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by a Unit Owner of any of the provisions of the Declaration of Condominium, these By-Laws or the Condominium Act, the Association by direction of the Board of Directors may notify the Unit Owner by written notice of said breach, transmitted by mail and, if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

a. An action at law to recover damages on behalf of the Association or on behalf of the other Unit Owners;

b. An action in equity to enforce performance on the part of the Unit Owner; or

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

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request to do so signed by a Unit Owner and sent to the Board of Directors shall constitute authorization to any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. 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 Association, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses, although such lien shall not be a lien pursuant to the Condominium Act.

Section 2. Negligence or Carelessness of Unit Owners, etc. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required as provided in this section shall be charged to said Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expenses, although such lien shall not be a lien pursuant to the Condominium Act.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged breach by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the

Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by any Condominium Documents or at law or in equity.

Section 6. Voluntary Arbitration. The Board of Directors of the J. L. Property Owners Association shall conduct voluntary binding arbitration hearings to settle internal disputes arising from the operation of the Condominium Property among Unit Owners, the Association and their agents and assigns. The J.L. Property Owners Association's Board of Directors shall promulgate rules of procedure to govern such binding arbitration hearings and the decision of an arbitrator shall be final. Nothing in this Section 6., however, shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

ARTICLE IX

Acquisition of Units

Section 1. Voluntary Sale or Transfer. Upon receipt of a Unit Owner's written notice of intention to sell or lease, as described in Article XII of the Declaration of Condominium, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said notice, or object to the same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XII, without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right and duty, where applicable, to designate the Association as being "willing to purchase" upon the proposed terms after adoption of a resolution by the Board of Directors recommending such purchase to the membership. The provisions of Article XII of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the Unit Owners wherein said matter is voted upon, acquire in the name of the Association, or its designees, a Condominium Parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, excluding a lien for assessments. The powers of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of the Unit Owners in order to acquire a Condominium

Parcel in the name of the Association, or its designee, at a foreclosure sale held due to the foreclosure of the Association's lien for assessments pursuant to Article X of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE X

Amendments to the By-Laws

These By-Laws may be altered, amended or added to by the affirmative vote of a majority of the Directors until a majority of the Directors are elected by Unit Owners other than the Developer; thereafter, they may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment, which statement shall comply with F.S. 718.112(2)(h). No By-Law shall be revised or amended by reference to its title or number only.

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners.

(3) Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

(4) Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE XI

Notices

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium and these By-Laws.

ARTICLE XII

Indemnification

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, including reasonable attorneys fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of misfeasance or malfeasance. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former Unit Owner from any liability or obligation incurred or in any way connected to said Unit Owner's ownership of a Condominium Unit during the period of such ownership and membership, nor shall such termination impair any rights or remedies which the Association may have against such former Unit Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIV

Limitations of Liability

Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by Unit Owners or any other persons or entities.

ARTICLE XV

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XVI

Liens

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent, as provided in the Condominium Documents or these By-Laws, whichever is sooner.

Section 2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII

Rules and Regulations

Section 1. As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time, and as provided in the Condominium Documents, shall be posted in a conspicuous place on the Condominium Property.

Section 2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Units; provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the

Condominium Property and/or copies of same shall be furnished to each Owner.

Section 3. As to Any Association Property. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting use of any property owned by the Association, and any facilities or services made available to the Unit Owners with respect thereto. A copy of the Rules and Regulations adopted from time to time shall be placed in a conspicuous place on the Condominium Property.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations as originally promulgated, or as from time to time amended or adopted, and the Condominium Documents or the Condominium Act, the Condominium Act shall prevail where required by the Condominium Act, and the Condominium Documents shall prevail otherwise.

ARTICLE XVIII

Rights of Mortgagees

Holders of first mortgages on Condominium Parcels shall have the right to examine the books and records of the Association and to require annual reports and other financial data.

ARTICLE XIX

Miscellaneous

Pursuant to F.S. 718.301, as long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of Units by the Developer.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF THE ASSOCIATION NAMED BELOW.

Dated this 26th day of January, 1988

CASSEEKEY ISLAND DOCK
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Richard W. Plowman,
Its: President

(CORPORATE SEAL)

ATTEST:

By: [Signature]
Craig L. Combs
Its: Secretary

WAH83K
2/24/88

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, 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 ✓ 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 A. 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 Flaum
PRINT NAME: DOLORES FLAUM
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 Flaum
PRINT NAME: DOLORES FLAUM
Notary Public, State of Florida
Serial Number:
My commission expires:

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 so 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.

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.

M:\Association\Casseekey Island Dock\Amendment - Bylaws.3-26-01.wpd



PALM BEACH COUNTY, STATE OF FLORIDA

I hereby certify that the foregoing is a true copy of the record in my office.

This 24th Day of Oct 20 02

DOROTHY H. WILKEN
Clerk Circuit Court

BY *[Signature]* D.C.