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 Palm Beach County, Florida
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JONATHAN'S LANDING
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

The purpose of this Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions (hereinafter "Declaration") is to continue the purposes of the Jonathan's Landing Declaration of Covenants and Restrictions previously recorded in the Public Records of Palm Beach County, Florida at Official Records Book 2976, Page 304 and as amended at OR Book 3516, Page 753, et. seq., OR Book 3992, Page 1551, et. seq., OR Book 4249, Page 1703, et. seq., OR Book 4778, Page 1697, et. seq., OR Book 4884, Page 1715, et. seq., OR Book 5220, Page 1754, et. seq., OR Book 5387, Page 1834, et. seq., OR Book 5439, Page 1466, et. seq., OR Book 5565, Page 1506, et. seq., OR Book 4454, Page 1467, et. seq., OR Book 6264, Page 794, et. seq., OR Book 6302, Page 1217, et. seq., OR Book 6334, Page 739, et. seq., OR Book 7327, Page 1153, et. seq., OR Book 8550, Page 1544, et. seq., OR Book 8625, Page 19, et. seq., OR Book 9059, Page 1391, et. seq., OR Book 9092, Page 536, et. seq., OR Book 10487, Page 1487, et. seq., and OR Book 12445, Page 1265, et. seq. All provisions of this Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions and all exhibits hereto shall be construed to be covenants running with the land.

Specifically, it is intended that certain tracts of land located in Palm Beach County, Florida (commonly known as Jonathan's Landing) as more particularly described in Article II and Exhibit "A" hereof, shall be subject to certain protective restrictions, conditions, limitations, reservations and covenants in order to assure the most beneficial use of said area and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties;

All provisions of this Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions and all exhibits hereto shall be construed to be covenants running with the land described in Article II and Exhibit "A" hereof.

ARTICLE I
Definitions

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

(1) "Association" shall mean J.L. Property Owners Association, Inc., a Florida corporation not for profit.

(2) "Jonathan's Landing" shall mean that property made subject to this Declaration of Covenants and Restrictions as set forth in Article II below, and all property subsequently lawfully added by Amendment and specifically made subject to this Declaration of Covenants and Restrictions.

(3) "Master Land Use Plan" shall mean that certain Master Land Use Plan for Jonathan's Landing dated February 8, 1978 filed with the Planning, Building and Zoning Department of Palm Beach County, Florida, as it may be lawfully amended or altered from time to time. If the Master Land Use Plan is amended or altered, it shall automatically amend or alter this Declaration of Covenants and Restrictions in accordance therewith.

(4) "Design and Development Guidelines of Jonathan's Landing" shall mean that certain document so entitled as amended from time to time on file at the Association's office.

(5) "Special Land Use Plan" shall mean any land use plan approved by the Association as it pertains to any separate Parcel that appears in the Master Land Use Land.

(6) "Parcel" shall mean those separate residential parcels of land as they appear on the Master Land Use Plan, together with the golf course parcel, tennis facility and parking parcel and Jonathan's Landing Marina Parcel.

(7) "Lot" shall mean any plot of land shown upon any recorded subdivision map upon which one residential building is, may, or shall be constructed.

(8) "Unit" shall mean one residential dwelling Unit, whether the same be a condominium, cooperative, or fee simple ownership. Ownership in a cooperative apartment Unit shall be evidenced by record to shares of stock with rights of occupancy, as certified by the secretary of such cooperative apartment association.

(9) "Association Property" or "Property of the Association" shall mean all property, whether real or personal, presently owned by or dedicated to the Association for the purposes of maintenance and management and for the benefit and enjoyment of the members thereof, or which shall be acquired by the Association, including but not limited to all roads, promenades, fresh waters and lands, the land under the salt water as described herein, drainage facilities, recreation areas (with the exception of the golf, tennis and Jonathan's Landing Marina facilities), and additions thereto.

(10) "Declaration" shall mean this Amended and Restated Declaration of Covenants and Restrictions, as amended from time to time.

ARTICLE II

Property Subject to Declaration

The property subject to this Declaration shall be those lands described in Exhibit "A" attached hereto and incorporated by reference. Said lands (defined as "Jonathan's Landing") for the purposes of this Declaration and for the purpose of simplicity and reference) are a portion of a planned urban development. The Association is specifically empowered to amend this Declaration to add lands by recording an instrument in writing evidencing the same.

ARTICLE III
General Use of Land

The land in Jonathan's Landing shall only be used in conformity with the Master Land Use Plan and the Design and Development Guidelines of Jonathan's Landing, and in conformity with any Special Land Use Plans as they pertain to each separate Parcel within Jonathan's Landing. If the Master Land Use Plan, the Design and Development Guidelines of Jonathan's Landing or Special Land Use Plans are hereafter duly modified or otherwise altered pursuant to law, these restrictions shall automatically be deemed likewise modified or altered to the same effect.

ARTICLE IV
Duration

This Declaration and any amendments thereto are hereby deemed to be of perpetual duration, running with the land, and binding upon all parties and persons claiming under them, unless amended in accordance with the provisions hereof.

ARTICLE V
Intentions

A. It is the intent that all of Jonathan's Landing be developed in accordance with the Master Land Use Plan, the Design and Development Guidelines of Jonathan's Landing, the Special Land Use Plan and this Declaration.

B. In order to effectuate this intent, this Declaration is intended to establish protective restrictions and administrative procedures applicable to all of Jonathan's Landing.

ARTICLE VI
Conflicts

The Special Land Use Plans, this Declaration, the Design and Development Guidelines of Jonathan's Landing, and the Master Land Use Plan shall be construed together in *pari materia* wherever possible and whenever reasonable.

However, if there is a conflict between any Special Land Use Plan, the Design and Development Guidelines of Jonathan's Landing, this Declaration, and the Master Land Use Plan, the latter shall prevail.

ARTICLE VII
General Protective Restrictions

A. Parcel Subdivision: Prior to the time that any Parcel or sub-Parcel of land in Jonathan's Landing as shown on the Master Land Use Plan is subdivided, bulldozed, excavated, dug, graded, or in any way developed or improved, the overall plan of development, including the plat, replat, use plan, site plan, and plot plan must be submitted to and permanently lodged with the Association, and approval therefor must be made in writing by the Association.

The type of improvement, development and subdividing permitted shall be as follows:

(1) In any Parcel or Lot labeled residential in the Master Land Use Plan, the use permitted shall be either single or multiple family residential.

(2) In any other Parcel or Lot, the development shall be limited to only that use so designated in the Master Land Use Plan.

(3) In all Parcels, Lots and other areas within Jonathan's Landing, all development, construction, building, landscaping and use shall only be in accordance with the Design and Development Guidelines of Jonathan's Landing.

The Association shall have the right to refuse to approve any plans and specifications for the development of any Parcel which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided that such approval is not unreasonably withheld. In so approving any such plans of development, the Association shall consider the number of Units, the design, the general layout, and the suitability of the development to the entire project of Jonathan's Landing, the harmony thereof with the surroundings, and the effect of the development as planned on the adjacent property and entire project.

The Association, in its sole option, may provide that it may sell some or all of the Lots in a Parcel for the construction of residential dwelling Units by the owners of the Lots or by a commercial builder for resale purposes. Such construction is to be subject to protective restrictions, conditions, limitations, reservations and covenants, including approval by the Association's Design Control Board.

B. Sub-Associations: Any developer of any Parcel or sub-development of land in Jonathan's Landing shall within reasonable time, but prior to the resale of any portion thereof, cause to be formed and recorded in the Public Records of Palm Beach County, Florida, either a homeowners association or condominium association for the purpose of maintaining the common areas, all roads, street lighting, all promenades, as well as common facilities within the particular Parcel or sub-Parcel, which shall be approved by Palm Beach County.

C. Individual Lot or Unit Architectural Development and Landscaping: The Association retains the specific right of approval of all architectural and landscaping aspects of any improvement or development of the individual Units or buildings, as well as the general plan of the Parcel subdivision as described above, and all such plans must be approved by the Association prior to the under-taking thereof, as follows:

(1) All buildings, improvements, structures and landscaping must be in conformity with the Design and Development Guidelines of Jonathan's Landing.

(2) No building, outside lighting, fence, hedge, wall, walk, dock or other structure or improvement or planting, shall be commenced, erected, planted or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and

the location of the same shall have been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association.

(3) No bulldozing or clearing of trees or excavation of lakes or ponds shall be commenced until the plans, specifications and grading plans showing the nature, kind, shape and location of work to be done shall have been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association. Any tree which is more than two inches in diameter and three feet in height may not be removed unless approval has been given by the Association.

(4) No private wells or septic tanks will be allowed except as may be approved by the Association for temporary use during periods of construction or except as may be owned by the Association.

(5) The Association shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In so approving such plans, specifications and grading plans, the Association shall consider the suitability of the proposed building, improvements, structure, or landscaping and the materials of which it is to be built, the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect thereof on the adjacent or neighboring property.

(6) Unless specifically excepted by the Association, all improvements for which approval of the Association is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements, or within the time set by the Association.

(7) The Association shall in all cases have the right to determine and designate the building set back lines necessary to conform to the general plan of the land. The Association's judgment and determination shall be final and binding.

(8) Should the Association fail to approve or disapprove any plans and specifications submitted to them by an owner of any Parcel, Lot, or Unit within 30 days after written request therefor, then such approval of the Association shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants or restrictions contained in this Declaration.

(9) All public utility wires, lines, cables or pipes including, without limitation, all telephone, electrical, cable television and security system wires should be installed under-ground from the dwelling or building to the street or utility easement.

(10) The Association shall have the right to promulgate standards for the maintenance of all Lots, whether improved or unimproved.

D. Property Owner's Association: For the purpose of enforcing this Declaration, fulfilling all obligations, and enabling the property owners within Jonathan's Landing to have a fair and equitable manner of governing the use and maintenance of the land, the Association has been established.

(1) A copy of the Articles of Incorporation of the Association and the By-laws pertaining thereto are attached hereto and made a part hereof by reference as Exhibits "B" and "C" respectively.

(2) Upon purchase of any Parcel, Lot or Unit within Jonathan's Landing, any person, trust, corporation or other entity owning such interest, as described in the Articles of Incorporation, shall become a member of the Association, and shall be entitled to all incidents of membership and shall be burdened by all obligations and responsibilities of membership in the Association.

(3) All rights, privileges, powers, duties and obligations granted the Association members, and/or said Association's Design Control Board, are further incorporated herein by reference and made a part hereof. Further, any amendment of the Articles of Incorporation or By-laws shall automatically be deemed an amendment, modification or alteration to Exhibit "B" or "C" of this Declaration.

(4) In addition to the rights, privileges, powers and duties granted specifically to the Association in the Articles of Incorporation and By-laws, and in this Declaration, the Association shall have the following powers:

(a) Assessments: The Association, through its Board of Directors, shall have the power and authority to make and collect those assessments as set forth in the Articles of Incorporation and By-laws and as hereinafter set forth.

(1) General Assessments: General Assessments shall be made annually for the purpose of maintenance and management of the Association and the maintenance and management of property acquired by the Association. Maintenance and management expenses may include, but need not be limited to, the cost and expense of operation, maintenance and management of the Association and its property; property taxes and assessments against the property; insurance premiums for fire, windstorm and extended coverage; insurance on the Association's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the property and the services provided by the Association for its members and the Association; maintenance, repairs and replacements of Association Property; charges for utilities and water used upon said property; cleaning services; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against members or others; and the creation of reasonable reserve requirements for contingencies for the protection of the members, its property, transportation system if operated, recreation and recreation area maintenance, security system including personnel, and all other expenses deemed by the directors of the Association to be necessary and proper for the management, maintenance and repair of said property.

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

All notices of assessments from the Association to the members shall designate when they are due and payable.

All general assessments shall be at a rate as set forth below.

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

All notices of special assessments from the Association to the members shall designate when they are due and payable.

All special assessments shall be at a rate as set forth below.

Special assessments shall be collectible in such manner as the Board of Directors shall determine.

(3) Uniform Rate of Assessment: The rate of general and special assessments against each Lot or Unit shall be equal. Undeveloped and sub-Parcels shall be assessed at the same rate as Parcels, Lots and Units, multiplied by the proposed number of Lots or to ultimately be developed on the Parcel or sub-Parcel, in accordance with the Master Land Use Plan.

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

(5) Sub-Association Member Assessments: If any sub-association as described in Article VII, paragraph B, fails to maintain its common properties, roads, street lighting, promenades, or other common facilities, the Association may enter upon the premises and maintain those areas in neglect. The cost of such maintenance may be assessed against each and every member of the sub-association as an individual assessment, at a uniform rate.

(b) Effect on Non-Payment of Assessment:

(1) Acceleration of Assessment Installments Upon Default: The Board of Directors shall have the power to collect assessments in monthly, quarterly, semi-annual or annual installments. If a member shall be in default in the payment of any installment upon any

assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the member, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice.

(2) Lien and Personal Liability: Each of the Parcels, Lots, or Units within Jonathan's Landing are automatically made subject to a lien and permanent charge in favor of the Association for general assessments, special assessments, individual assessments and sub-association member assessments. Additionally, all owners of Parcels, Lots or Units are personally liable therefor. Any and all of the assessments together with interest at the highest rate allowed by law and an administrative fee as may determined by the Board of Directors of the Association from time to time, if any, shall constitute a permanent charge upon and a continuing lien on the Parcel, Lot or Unit to which such assessments relate and such permanent charge and lien shall bind such Parcel, Lot or Unit in the hands of any and all persons.

If any assessment shall not have been paid within thirty (30) days of the due date, the Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the member. The Board of Directors may then cause to be prepared, for execution by the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed by the Association and recorded. If any assessment continues to remain in default, the Association may pursue its remedies at law or in equity. All costs of collection including attorneys' fees and costs, including pre-litigation fees and costs and those incurred on appeal, shall be charged to and paid by the non-paying member and be included in the lien as any other assessable item.

(c) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall relate back to and be effective as of the date of the recording of the original Declaration in the Public Records of Palm Beach County, Florida at Official Records Book 2976, Page 304 but shall be subordinate to the lien of any institutional first mortgage of record placed upon the properties subject to assessment. In the event of foreclosure of said first institutional mortgage of record, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure of the mortgage. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

(d) Maintenance of Association Property: The Association is specifically granted the power to maintain in good order and condition, repair and replace all Association Property as defined in this Declaration and to charge assessments therefor.

ARTICLE VIII **Special Protective Restrictions**

A. Water: There are certain areas on the Master Land Use Plan designated as fresh and salt water. These Special Restrictions shall apply to those areas as well as to any property adjacent thereto.

(1) Fresh Water: The fresh waters are all those water areas designated on the Master Land Use plan which are not salt water.

(a) Ownership: The ownership of all the fresh water, as well as the land directly thereunder to the mean water mark, which shall be 2.7 feet above the mean sea level, is presently vested in the Declarant. It is the intent of the Declarant that the same be conveyed at some time in the future to J.L. Property Owners Association, Inc. for the purposes of maintenance, regulation, preservation and management. The ownership of the same is hereby declared indivisible, and no portion thereof may be conveyed, devised, hypothecated, pledged, mortgaged, or assigned without conveying, devising, hypothecating, pledging, mortgaging, or assigning the entire area.

However, the owner of any Parcel, Lot or Unit in Jonathan's Landing shall have license over said waters for use in conformity with this Declaration, so long as he is the record title holder of such Parcel, Lot or Unit.

(b) Use of Lands Adjacent to Water: All banks shall be planted with grass and maintained with grass, and the banks leading to and in the water shall at all times be maintained on a slope of 4 to 1 or other slope required by law, unless approval for other use is obtained from the Association.

If applicable law regarding slope requirements is changed in the future with regard to Jonathan's Landing, this Declaration shall be automatically deemed to be changed in accordance therewith.

(c) Use of Waters: The fresh waters are hereby deemed private for the purposes of use, and only residents within Jonathan's Landing and their family and guests may use the same. The following uses of the fresh water are permitted:

(1) Boating: No boats other than canoes, sailboats, row boats and electrically powered motor boats, all not to exceed a length of 25 feet, are allowed to be used or kept in or on the fresh waters, except for transportation boats owned by the Association, in the event the transportation system as provided for in this Declaration comes into being, or other boats used by the Association in maintenance of said waters or any sales program of the land subject to this Declaration. Boats may only be placed in the water and removed from the water and/or docked, moored, beached or kept in those areas designated by the Association.

(2) Swimming: No swimming is allowed except in those areas designated by the Association.

(3) Fishing: No fishing is allowed except in those areas designated by the Association. This, however, does not preclude a Parcel, Lot or Unit owner, or the owner's family and the owner's guests from fishing in an area adjacent to his Parcel, Lot or land upon which his Unit is located.

(4) Structures: No bulkheading, barge, dock, piling, float or other marine structure shall be erected in or adjacent to said water, except as provided in the Master Land Use Plan or in any plats of any Parcel within Jonathan's Landing, unless the express

approval of the Association is obtained. Unless specifically excepted by Association, no construction of a dock or pier or other marine structure shall be commenced adjacent to any Lot until such time as the construction of the residential dwelling Unit to be situated on said Lot is commenced, and there shall be no use of any such dock or pier or other marine structure, or any storage of boats or other use of a Lot, until such time as the certificate of occupancy for the residential dwelling Unit constructed on the Lot is issued.

(5) Refuse: No refuse, garbage or waste material of any kind shall be disposed of in said waters.

(d) Maintenance: The Association is responsible for the maintenance of the fresh water and land thereunder.

(e) Rules, Regulations and Supervision: The Association is entitled to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation and use of the fresh waters, and to enforce the same by any lawful manner, which may include, but need not be limited to, the imposition of individual, special, or general assessments.

(2) Salt Water: Salt waters are all those areas designated on the Master Land Use Plan which are continuously joined with, flow through, and connect to the Intracoastals Waterway, and which may be reached from the Intracoastals Waterway without having to travel across any portion of land, dyke, or other permanent structure.

(a) Ownership: The ownership of all land directly under all salt water (other than the Jonathan's Landing Marina Parcel as described on Exhibit "A") up to the mean high water mark (1.7 feet above mean sea level) and all land between the mean water mark and the boundary of an adjoining Lot, Parcel or non-residential Parcel, is vested in the Association, subject to sovereignty claims of the State of Florida, if any. The ownership of the same (other than the Jonathan's Landing Marina Parcel as described on Exhibit "A") is hereby declared indivisible and no portion thereof may be conveyed, devised, hypothecated, pledged, mortgaged, or assigned without conveying, devising, hypothecating, pledging, mortgaging, or assigning the entire area, provided, however, the Association may grant easements within the salt water Parcels to the owner of any non-Residential Parcel, Parcel, Lot or Unit or to any Neighborhood Association for the construction, maintenance and use of a dock or pier therein. Such easements have already been granted Anchorage Condominium Association, Inc. for its docks. The Association hereby confirms and ratifies all dock and pier easements which have heretofore been granted by Developer and/or the Association.

(b) Use of Lands Adjacent to Salt Waters: All banks and lands adjacent to the salt water shall be maintained in their natural state, and no action may be taken which shall in any way alter the slope of the bank leading to the waters or the natural state of the bank without first obtaining the express approval of the Association.

(c) Use: The following uses are permitted on the salt waters:

(1) Boating: The salt waters shall be open to the public for the purpose of ingress and egress to the Intracoastals Waterway. At no time shall any boat on the waters

exceed the speed of 5 miles per hour. Water skiing and other forms of towing a person or persons behind a boat are strictly prohibited.

(2) Swimming: No swimming is allowed except in those areas designated by the Association.

(3) Fishing: No fishing is allowed except in those areas designated by the Association. This however, does not preclude an owner of a Parcel, Lot or Unit, or his family and his guests, from fishing in an area adjacent to his Parcel, Lot or land upon which his Unit is located.

(4) Refuse: No refuse, garbage or waste material of any kind shall be disposed of in said waters.

(5) Structures: No individual barge, dock, float or other marine structure shall be erected in said waters except for the Jonathan's Landing Marina as they appear on the Master Land Use Plan and except those types of marine structures depicted in the Design and Development Guidelines of Jonathan's Landing as allowable, if approval is obtained by the Association in accordance with this Declaration. Unless specifically excepted by Association, no construction of a dock or pier or other marine structure shall be commenced adjacent to any Lot until such time as the construction of the residential dwelling Unit to be situated on said Lot is commenced, and there shall be no use of any such dock or pier or other marine structure, or any storage of boats or other use of a Lot, until such time as the certificate of occupancy for the residential dwelling Unit constructed on the Lot is issued.

(d) Use of Jonathan's Landing Marina: There is one area designated as a Jonathan's Landing Marina and one area, comprising a portion of Parcel Q, which is a dock condominium, as they appear on the Master Land Use Plan.

(1) That area designated as Jonathan's Landing Marina in the southeast portion of the Master Land Use Plan shall be operated as a marina for the purchase, sale, storage, docking, care, maintenance and repairing of boats or any lawful business incident thereto. Said Jonathan's Landing Marina may be operated as a commercial enterprise, open to the public, provided, however, such public access shall be limited. Preference shall be given any Parcel, Lot or Unit owner in Jonathan's Landing, or resident therein, over a non-owner or non-resident in buying or leasing docking, storage or wharfage space for boats. Access to the Jonathan's Landing Marina area over the land within Jonathan's Landing may be controlled and regulated by the Association.

(2) That area known as Casseekey Island Dock Condominium, comprising a portion of Parcel Q, as shown on the Master Land Use Plan and known as Casseekey Island at Jonathan's Landing, is a private facility, with the use of its dock units limited to the owners thereof.

(e) Rules, Regulations and Supervision: The Association is entitled to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation, and use of the salt waters and the Jonathan's Landing Marina and to enforce the same in any lawful manner, which may include, but need not be limited to, the imposition of

individual, special, or general assessments. The following rules and regulations have been adopted by the Association. These rules and regulations may be revised, amended or modified by the Board of Directors of the Association from time to time in its sole discretion:

(1) As used in this Article VIII A. 2. (e) a "Vessel" is defined as 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.

(2) With the exception of Vessels docked at the Jonathan's Landing Marina, living aboard a vessel docked or anchored within Jonathan's Landing is not permitted, except in an emergency situation. The determination of whether there is an emergency situation shall be vested in the sole discretion of the President of the Board of Directors or his designee. Occasional overnight stays aboard are allowed.

(3) Vessels docked shall not extend beyond the pier head limit. Vessels docked parallel to the shoreline shall not extend beyond the set back line established by the Jonathan's Landing Design Guidelines unless a variance for same has been received from the Association and the affected abutting Lot owner has given his written consent therefor. The "affected abutting Lot owner" shall be defined as the owner(s) of the Lot(s) immediately adjacent and closest to where the vessel extends beyond the set back line.

(4) Those portions of the salt waterways bordering Lots 1 through 9, inclusive, of Baytowne and Lots 10 through 13, inclusive, of Passage Island are designated as "areas of special restriction." In "areas of special restriction," the maximum overall length of a Vessel shall not exceed the overall width of the Lot, less 10% or 5 feet, whichever is less; provided, however, the owners of said Lots are exempt from this rule as to any Vessel owned by any such Lot owner as of the date of adoption of this Rule No. 4.

(5) All Vessels, regardless of size, shall be operated at idle speed/no wake within the waterways of Jonathan's Landing.

(6) Any Vessel owner keeping a Vessel, docked at a private residential dock in Jonathan's Landing shall provide proof of ownership and a certificate of insurance, in the minimum amount of \$500,000.00 bodily injury/property damage, to the board of directors of his neighborhood association annually.

(7) Only Vessels belonging to Lot owners, their immediate family members, tenants and tenants' family members of a Lot owner's residence in Jonathan's Landing shall be docked at a private residential dock; provided, however, short term guest docking shall be permitted upon prior notice to the Board of Directors of the Association. All Vessels of guests, operation of said Vessels and conduct of guests shall be subject to the rules and regulations of the Association. Residents shall make their guests aware of these Rules and any other rules and restrictions applying to docks and Vessels.

(8) No docks may be rented or leased separately from the rental or lease of a Unit. Collecting rents or fees for dockage is prohibited.

(9) Vessels shall be properly maintained, seaworthy and able to operate under their own power at all times, as shall be determined by the Board of Directors of the Association.

(10) Only routine maintenance of a Vessel and its gear may be performed at a private residential dock.

(11) Docks and accompanying structures shall be properly maintained and used for Vessels only. Floats, rafts or floating docks shall not be permitted unless given special exemption by the Board of Directors of the Association. Flammable and hazardous materials shall be used and stored in accordance with local, state and federal agencies.

(12) Private parties may be held on board a docked Vessel, provided prior notice is given to the Board of Directors of the Association. Such private parties shall be held only during reasonable hours, as determined by the Board of Directors.

(13) Emptying holding tanks, flushing wastes, discharging oily bilges and throwing anything overboard into the salt waterways of Jonathan's Landing is strictly prohibited. The Association reserves the right to enforce this Rule by boarding and inspecting Vessels and by requiring the use of dyes, lock down devices or other reasonable methods.

(14) With the exception of Rule Nos. 1, 2, 5, 12 and 13, Vessels docked at The Anchorage Condominium dock facility and the Casseekey Island Dock Condominium, and their owners are exempt from these Rules, as these marine facilities have rules and regulations specific to their situations.

B. Roads and Promenades:

(1) Construction and Maintenance:

(a) It is the intent of the Association to maintain a major road and promenade system throughout Jonathan's Landing as it appears in the Master Land Use Plan.

Major roads and promenades are defined as those connecting two or more Parcels. Minor roads and promenades are defined as those which are wholly within one Parcel of land. At some points the road and promenade systems may be combined into one system.

(b) The minor roads and promenades together with street lighting shall be maintained by the sub-association of the Parcel.

If at any time the sub-association fails to maintain said roads and promenades together with street lighting, the Association reserves the right of entry for the purposes of such maintenance, the costs of which may be assessed against the members of the sub-association at a uniform rate as an individual assessment.

(2) Easements: A perpetual easement is hereby created on the major road and promenade system and on all minor roads and promenades located within each and every Parcel or sub-Parcel within Jonathan's Landing for the benefit of all record title owners, so

long as record title is held, of any Parcel, Lot, or Unit within Jonathan's Landing and their family and guests. Said easement is hereby deemed appurtenant to and runs with the land.

(3) Use: The roads are to be used by any vehicle or pedestrian for the purposes of transportation. At no time shall any vehicle exceed the speed limit as determined and posted by the Board of Directors, except in the case of an emergency. However, any authorized emergency vehicle may exceed such speed limit. Promenades are to be used solely for pedestrian travel or any non-fossil fuel powered vehicle and at no time is any vehicle to exceed the speed limit as determined and posted by the Board of Directors, except in the case of an emergency, wherein any authorized emergency vehicle may use said promenades and may exceed the posted speed limit. Where the roads and promenades are combined, the rules and regulation for the roads shall prevail, except as to speed limits where the rules of the promenade shall prevail. No parking is permitted along or on major roads and promenades except in specifically designated areas.

(4) Rules, Regulations and Supervision: The Association is entitled to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation and use of the roads and promenades, and to enforce the same in any lawful manner which may include, but not be limited to, the imposition of individual assessments for violations thereof.

C. Transportation System: The Association may provide and maintain both a water and land transportation system for the benefit, use, and enjoyment of all Parcel, Lot and Unit owners within Jonathan's Landing and their families and guests. In order to be able to do the same, the Association reserves an easement over all roads and promenades and waters for that purpose. The costs of said transportation system may be assessed as a general assessment. However, this in no way obligates the Association to provide or maintain such a system.

D. Security: The Association may provide a security system for the benefit of the Parcel, Lot and Unit owners and their property within Jonathan's Landing, the cost of which shall be assessed as a general assessment. Said security system may consist of a number of guards who are empowered to supervise the use of the property and enforce all regulations adopted by the Association. However, this in no way obligates the Association to provide and maintain such a system. In no event shall the Association be liable to any person or entity for any loss or damage incurred due to a lack or failure of any security system established or administered by Association, whether or not any personnel connected with any such security system are employed by Association. All portions of any security system which are located within individual dwelling Units are the sole responsibility of the individual Unit owners to maintain, repair and replace.

E. Utilities, Water, Sewage, Electricity, Television Cables, Telephone, Drainage and Electronic Security System: Easements for the installation and maintenance of utilities, water, sewage, electricity, telephone, television cables, drainage, irrigation system and electronic security systems are reserved to the Association as may hereinafter be designated on any plat or replat of any Parcel or Parcels of Jonathan's Landing, whether the same be within the boundaries of any private Lot, Lots, or Parcels. Said easements shall include the right of ingress or egress for the purpose of installation, construction, maintenance, and repair. Said easements

may hereafter be conveyed, dedicated or assigned to any public or private company or corporation for the above-stated purposes. All utility wires, lines, and cables, without limitation, shall be underground.

F. Residential Parcels: Those areas designated on the Master Land Use Plan as Residential Parcels shall be used solely for residential purposes including appurtenances thereto, such as recreation facilities and parking garages or covered carports. Said use may include single family or multifamily residential dwellings.

In addition to those covenants and restrictions imposed by this Declaration, the following Special Protective Restrictions are imposed upon all Parcels designated Residential:

(1) Residential Parcels shall be developed only in such building forms and at such density as approved by the Association, and must be in conformity with the Design and Development Guidelines of Jonathan's Landing.

(2) Residential Parcels, Units or Lots shall be used only for residential purposes and for purposes incidental or accessory thereto.

(3) No clothing, laundry or wash shall be aired or dried on any portion of the Residential Parcels in an area exposed to view from any other Lot in a Residential Parcel area. Drying areas will be permitted only in locations approved by the Association and only when protected from view by screening or fencing approved by the Association.

(4) No sign of any kind larger than one foot square shall be displayed to the public view on any Lot, except for temporary signs erected by the Association in connection with the construction, or sale of buildings and Lots or other Parcels of Jonathan's Landing.

(5) No animals, livestock, or poultry of any kind shall be raised, bred or kept on or in any Residential Parcel, except that dogs, cats and other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.

(6) No television or radio antenna shall be located on any Lot exposed to view from any other Lot in a Residential Parcel area, unless approved by the Association or as permitted by law.

(7) All Residential Parcels, Units and Lots, whether improved or unimproved, and all structures and landscaping thereon, shall be maintained in good repair and in accordance with the Design and Development Guidelines of Jonathan's Landing, and any maintenance standards set by the Association.

(8) Four wheel passenger automobiles, motorcycles, sport utility vehicles and pick up trucks/vans with windows, passenger seating and no commercial lettering or graphics which are used solely for personal transportation, may be parked, placed or stored in a designated parking area or in the garage or driveway of the owner's Parcel, Lot or Unit. Guests and invitees of owners may park an authorized vehicle in a designated parking area or in the garage or driveway of the owner's Parcel, Lot or Unit or on the street; provided however, that no

vehicle of any kind shall be parked overnight on any street. For purposes of this provision, "overnight" shall be defined as between the hours of midnight and 6:00 a.m. No vehicle of any kind shall be placed, parked, or stored on the lawn of any Parcel, Lot or Unit or on any portion of the Common Property, unless such area is specifically designated as a parking area.

No boats, recreational vehicles, commercial vehicles, trailers, motor homes or mobile homes may be placed, parked or stored upon any Parcel, Lot or Unit except within a garage in such a manner that it is totally removed from public view. No maintenance or repair shall be performed upon any boat or motor vehicle upon any Parcel, Lot or Unit except within a garage in such a manner that it is totally removed from public view, except emergency repair. Notwithstanding the foregoing, commercial, service and delivery vehicles may park in the driveway of a Parcel, Lot or Unit or on the streets as needed for providing services or deliveries to the Property. For the purpose of this provision, "commercial vehicles" are defined as vehicles that contain commercial lettering or graphics; vehicles primarily used or designed for commercial purposes and vans, except for passenger vans that have side and glass windows, and passenger seating. In the event of a dispute concerning the type of vehicle, the decision of the Board of Directors, in its sole discretion, shall control.

(9) No nuisances shall be permitted to exist or operate on the residential Parcels, Lots or Units and no noxious odor or fumes shall be permitted or maintained.

(10) All exterior storage areas, laundry facilities, utility areas, service yards or areas, electrical meters, water meters, and gas meters are to be screened from view from streets and adjacent properties by an enclosure, fence, wall or natural landscape materials.

(11) No temporary buildings, structures, outhouses, sheds, tents or trailers of any kind shall be permitted on the residential Parcel except for those used for construction purposes during a reasonable period of construction of permanent improvements.

(12) Any type of reflective film or coating to any window, glass door or glazed surface of any structure visible from the outside is prohibited.

G. Recreational Areas: Those areas designated Recreation in the Master Land Use Plan are to be preserved and maintained solely for use as recreation areas, and no structure, building, or other construction may be placed thereon other than those which shall be used for recreation purposes or purposes incidental thereto.

H. Tennis and Golf Facilities:

(1) Those areas designated as tennis facility and parking and golf facilities of the Master Land Use Plan of Jonathan's Landing shall be used solely for those purposes or other recreational purposes or purposes incidental to recreation.

(2) Said tennis facility and parking and golf facility area may be run as a commercial enterprise on a profit making basis.

I. Flood Control:

(1) No finished floor of any residential structure shall be constructed below elevation 8.5 mean sea level datum.

(2) No dike or levee along the salt water limits of Jonathan's Landing or along the south, west or north borders of Jonathan's Landing shall be altered in any way to reduce the elevation below 8.0 mean sea level datum.

(3) Within any drainage control area no building, construction, structure, plant, tree, hedge, or other obstacle shall be placed, or permitted to remain on, nor shall any activity be under-taken which may damage, interfere with, or change the direction or flow of drainage facilities, or obstruct or retard the flow of water through drainage facilities. The drainage control areas of each Lot or other Parcel of property, and all improvements thereon, shall be maintained continuously by the owner of the Lot or Parcel, except for those improvements for which the Association, and/or a public authority or utility company has undertaken the responsibility.

J. Platted Open Space: No portion of any plat of Jonathan's Landing or replat thereof containing an open space shall be vacated in whole or in part unless the entire plat or replat is vacated.

K. Destruction or Removal of Residential Units: If any residential Unit constructed in Jonathan's Landing is destroyed or removed by or for any cause, and is replaced, said replacement Unit shall be subject to approval by the County and Design Control Board, including, but not limited to, the dimensions thereof.

L. Cable Parcel: Notwithstanding any provisions of this Declaration to the contrary, the real property described in that certain Easement Agreement by and between Jonathan's Landing, Inc. and the Association recorded in Official Record Book 8949, Page 597, Public Records of Palm Beach County, Florida (the "Easement Agreement"), may be used for the purposes referenced in the Easement Agreement, including but not limited to, the Head End Building (as defined in the Easement Agreement), for general office space for J.L. Property Owners Association, Inc., for the operation and maintenance of the cable television system and all appurtenances thereto, and for the installation, operating and maintaining of the "Watch System" (as defined in the Easement Agreement).

M. Promotion of Property Subject to Declaration: The Association may promote all property which is subject to this Declaration, including but not limited to the Parcels, Lots, Units, recreation areas, Association Property, and recreational amenities, by methods including but not limited to operating a for-profit commercial enterprise for real property re-sales, and licensing the "Jonathan's Landing" name, logo and trademark to real estate brokers.

ARTICLE IX
Amendment

This Declaration can be modified, altered, or amended by instruments in writing, recorded in the public records of Palm Beach County, Florida, approved by an affirmative vote

of 2/3 of the Board of Directors of the Association and 2/3 of the members of J.L. Property Owners Association, Inc., voting on such amendment

ARTICLE X
Enforceability and Severability

Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. The Association and any Member may enforce the terms of this Declaration. The failure or refusal of the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. Additionally, the Board of Directors shall have the authority to levy reasonable fines for the violations of the provisions of this Declaration, the Articles of Incorporation, Bylaws and reasonable Rules and Regulations enacted by the Association in accordance with Florida Statute §720.305(2004) as amended from time to time. The Association is entitled to recover all legal fees (including but not limited to, pre-litigation fees as well as fees incurred at the trial and appellate levels) incurred in the enforcement of this Declaration.

ARTICLE XI
Instrument of Conveyance

Subsequent to the recording of this Declaration in the public records of Palm Beach County, Florida, each and every deed (or other conveyance document) conveying the said lands or any part thereof shall, upon its face, expressly recite that said deed (or other conveyance document) and conveyance is subject to the herein contained restrictions and shall recite the Official Record book and page numbers wherein this Declaration is recorded in the public records of Palm Beach County, Florida. These restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the owners thereof and their successors, successors in title, designees, grantees and assigns.

ARTICLE XII
Liability

The Association or its assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration by any person or entity other than themselves.

This Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions has been approved by an affirmative vote of 2/3 of the Board of Directors of the Association and 2/3 of the members of J.L. Property Owners Association, Inc., voting on such amendment, which vote was sufficient for approval.

The undersigned, J.L Property Owners Association, Inc., hereby consent to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 17th day of April, 2006.

WITNESSES:

J.L. PROPERTY OWNERS ASSOCIATION, INC.

Jane Carlough-Melone
Printed Name: Jane Carlough-Melone

By: Robert B. Forbush
Robert B. Forbush President

Linda L. Williams
Printed Name: Linda L. Williams

Jane Carlough-Melone
Printed Name: Jane Carlough-Melone

By: Janus W. Schwartz
Janus W. Schwartz Secretary

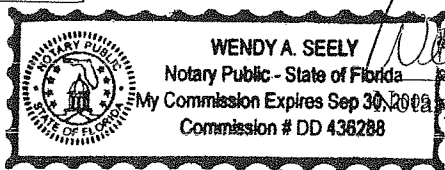
Linda L. Williams
Printed Name: Linda L. Williams

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF palm beach

The foregoing instrument was acknowledged before me on April 17, 2006, by _____, as President of J.L. Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Wendy A Seely
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on April 17, 2006 by _____, as Secretary of J.L. Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Wendy A Seely
Notary Public