

**CERTIFICATE OF AMENDMENT TO THE JONATHAN'S LANDING  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS**

The Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions has been recorded in the public records of Palm Beach County, Florida at Official Records Book 20319, Page 0990, et. seq. and amended at OR Book 23181, Page 1108, et. seq., OR Book 27219, Page 401, et. seq., OR Book 31390, Page 583, et. seq., OR Book 33501, Page 1984 and OR Book 34806, Page 907 et. seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by at least 2/3rds of the Board of Directors and by at least 2/3rds of the members voting, in person or by proxy at the Membership Meeting held on August 7, 2024.

1. Sections (13) and (14) to Article VIII, Section F is hereby added as follows:

**ARTICLE VIII**  
**Special Protective Restrictions**

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:

(13) Fractional Ownership Limitation. Fractional Ownership of a Residential Parcel is prohibited. The foregoing prohibition on Fractional Ownership of a Residential Parcel shall apply to all transfers of ownership after the effective date of this amendment. Any Residential Parcel subject to Fractional Ownership on the effective date of this amendment shall not be divested of title by this provision, however, upon the subsequent transfer of title, the foregoing limitation on Fractional Ownership shall fully apply to the subsequent owners. "Fractional Ownership" is defined as the occupancy or use of a Residential Parcel by co-owners pursuant to an arrangement (whether by tenancy in common, sale, deed, or any other means) whereby the purchaser or co-owner receives an ownership interest and the right to use the property for a specific and discernible period through time-based division. Fractional Ownership includes direct ownership in the Residential Parcel as well as indirect ownership through a corporation, limited liability company or other entity holding title to the Residential Parcel.

(14) Transferee Agreement upon Sale or other Transfer. The transferee(s) of a Residential Parcel shall record with any instrument of conveyance of a Residential Parcel, an agreement signed by the transferee(s). The agreement will provide that the transferee(s) agrees to abide by the terms and provisions of the Declaration and all rules and regulations of the Association. Additionally, the agreement will acknowledge that Fractional Ownership of a Residential Parcel is prohibited, and the transferee(s) will not accept or otherwise hold title in violation of the prohibition of Fractional Ownership whether by tenancy in common, sale, deed or any other means or indirectly through a corporation, limited liability company or other entity. The agreement referenced above shall be substantially in the form attached hereto as Exhibit "A", as amended by the Board of Directors of the

Association from time to time. Any instrument of conveyance that is recorded without the requisite agreement after the effective date of this amendment, shall be voidable by the Association, and enforceable by the Association through an action for injunctive relief. The transferee(s) shall be responsible for all attorneys' fees and costs incurred by the Association in enforcing this provision.

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions has been approved by at least 2/3rds of the Board of Directors and by at least 2/3rds of the members voting, in person or by proxy at the Membership Meeting held on August 7, 2024.

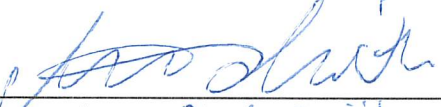
3. The adoption of this amendment appears upon the minutes of said meetings and is unrevoked.

4. All provisions of the Amended and Restated Declaration of Covenants and Restrictions are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

**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 9 day of August 2024.

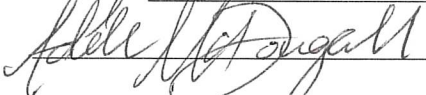
**WITNESSES AS TO PRESIDENT:**

**J.L. PROPERTY OWNERS  
ASSOCIATION, INC.**

  
Printed Name: Alex Smith  
Address: 3755 Barrow  
Island Drive, Jupiter,  
FL.

By:   
Mark Granata, President

Printed Name: ADELE MCDUGALL  
Address: 3755 BARROW ISLAND ROAD, JUPITER FL 33477

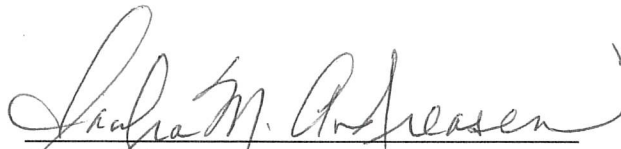


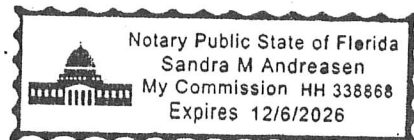
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of  physical presence or  online notarization, by MARK GRANATA as President of J.L. Property Owners Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on August 9, 2024.

Notarial Seal



  
Notary Public



WITNESSES AS TO SECRETARY:

Alex Smith  
Printed Name: Alex Smith  
Address: 3755 Barrow  
Island Road

Printed Name: ALEX MCDUGALL  
Address: 3755 BARROW ISLAND RD, JUPITER  
Alex McDougall FL 33477

J.L. PROPERTY OWNERS  
ASSOCIATION, INC.

By: Diane Gustafson  
Diane Gustafson, Secretary

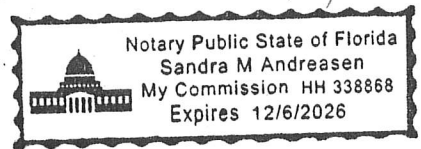


STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of  physical presence or [ ] online notarization, by Diane Gustafson as Secretary of J.L. Property Owners Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on August 9, 2024.

Sandra M. Andreasen  
Notary Public

Notarial Seal





**EXHIBIT "A"**  
**J. L. PROPERTY OWNERS ASSOCIATION, INC.**  
**TRANSFEEE AGREEMENT**

The undersigned is the transferee of title to a Residential Parcel located within Jonathan's Landing. Transferee agrees to abide by the terms and provisions of the Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions (the "Declaration"), recorded in Official Records Book 20319 at Page 990, Public Records of Palm Beach County, Florida, as amended from time to time and all duly adopted rules and regulations of J. L. Property Owners Association, Inc.

Transferee hereby specifically acknowledges and agrees that Fractional Ownership of a Residential Parcel within Jonathan's Landing is prohibited by the Declaration, and will not accept or otherwise hold title to a Residential Parcel within Jonathan's Landing in violation of the prohibition of Fractional Ownership, whether directly by tenants in common, sale, deed or any other means, or indirectly through a corporation, limited liability company or other entity. This agreement shall be recorded with the instrument of a conveyance of the Residential Parcel in the Public Records of Palm Beach County, Florida.

Dated \_\_\_\_\_, 20\_\_

**WITNESSES AS TO TRANSFEEE:**

\_\_\_\_\_  
Witness Signature  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Transferee

\_\_\_\_\_  
Witness Signature  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [ ] physical presence or [ ] online notarization, by \_\_\_\_\_, [ ] who is personally known to me, or [ ] who has produced \_\_\_\_\_ as identification on \_\_\_\_\_, 20\_\_.

**Notarial Seal**

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES AS TO TRANSFEREE:**

\_\_\_\_\_  
Witness Signature  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Transferee

\_\_\_\_\_  
Witness Signature  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence **or**  online notarization, by \_\_\_\_\_,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification on \_\_\_\_\_, 20\_\_.

**Notarial Seal**

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_