

Record and return to:
Evan R. Bachove, Esq.
FIELDS & BACHOVE, PLLC
4440 PGA Boulevard, Suite 308
Palm Beach Gardens, FL 33410

CFN 20230108409
OR BK 34214 PG 131
RECORDED 4/3/2023 10:42 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 131 - 136; (6pgs)

**CERTIFICATE OF AMENDMENT TO DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR IMPERIAL ISLE**

WHEREAS, the Declaration of Restrictions and Protective Covenants for Imperial Isle was recorded in Official Records Book 9443, Page 842, of the Public Records of Palm Beach County, Florida, and subsequently amended (all collectively hereinafter referred to as the "Declaration"), affecting certain real property legally described as:

**WYCLIFFE TRACT "I" REPLAT, according to the plat thereof,
as recorded in Plat Book 81, Pages 145 through 148, of the
Public Records of Palm Beach County, Florida;**

and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, the Declaration is hereby further amended as follows (additions to prior language are reflected by underlining, and deletions of prior language are ~~struck through~~):

The second paragraph of Article IV, Section 2 of the Declaration is hereby amended to read in its entirety as follows:

(insertions are underlined, and deletions of prior language are ~~stricken through~~)

"Because the Developer has caused a portion of The Properties to be replatted and such replatting occurred after four (4) Lots in the Properties had been sold to individuals, the annual assessment shall be calculated as follows with respect to each lot within The Properties: (i) for each of Lots 1, 5, 16 and 24 (collectively referred to as the "Original Lots") as shown on the plat of Wycliffe Tract "I", recorded in Plat Book 77, Pages 124 and 125 of the Public Records of Palm Beach County, Florida, the annual assessment shall be calculated by dividing the total budgeted general expenses of the Association for the fiscal year in question by eighty-three (83); and (ii) for each other Lot comprising The Properties (collectively referred to as the "Non-Original Lots"), the annual assessment shall be calculated by dividing the total budgeted general expenses of the Association for the year in question, less the aggregate amount of the annual assessments to be paid by the Owners of ~~Lots 1, 5, 16 and 24~~ the Original Lots referred to above as calculated according to this Section, by sixty-eight (68). However, after the date of recording this Amendment, and only as to those Original Lots whose Owner(s) has/have consented to this Amendment, if any of the Original Lots are sold or ownership is transferred in any way (other than one exempted transfer to an immediate family member of the current Owner as explained below), then the new Owner of the Lot shall pay the same percentage of the budgeted general expenses as the Non-Original Lots. By way of example, if one (1) of the Original Lots is sold or transferred after the date of recording this Amendment to a non-

immediate family member, then the three (3) remaining Original Lots will continue to pay 1/83rd of the budgeted general expenses, but the Original Lot which has been sold or transferred, along with the other Non-Original Lots, will pay 1/69th of the budgeted general expenses, after deducting the aggregate amount paid by the three (3) remaining Original Lots. By way of further example, if two (2) of the Original Lots have been sold or transferred after the date of recording this Amendment to a non-immediate family member, then the two (2) remaining Original Lots will continue to pay 1/83rd of the budgeted general expenses, but the two (2) Original Lots which have been sold or transferred, along with the other Non-Original Lots, will pay 1/70th of the budgeted general expenses, after deducting the aggregate amount paid by the two (2) remaining Original Lots. This will continue until all of the Original Lots have been sold or transferred after the date of recording this Amendment to a non-immediate family member, at which time all of the Lots comprising The Properties will then pay 1/72nd of the budgeted general expenses. The change in percentages will be adjusted after each sale or transfer of an Original Lot, and will go into effect for the fiscal year that immediately follows the date of sale or transfer of the Original Lot. The aforementioned change in percentages for the Original Lots will not apply if the current Owner (as of the date of recording this Amendment) of the Original Lot transfers ownership, either while alive or at the time of the current Owner's death, to an immediate family member. However, this exemption only applies to one (1) initial transfer to an immediate family member. All subsequent sales or transfers of the Original Lots will result in the new Owner of the Original Lot paying the new percentage of budgeted general expenses as set forth above. An "immediate family member" is defined for purposes of this section only as being the current Owner's current spouse, brother, sister, child, step-child or grandchild."

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended are hereby reaffirmed.

It is hereby certified that the foregoing Amendment to the Declaration of Restrictions and Protective Covenants for Imperial Isle, was approved by the written consent of a majority of the total votes of the Association, pursuant to Article X, Section 5 of the Declaration, and was also consented to by those three (3) owners of the Original Lots whose consents are attached hereto.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Amendment to Declaration this 27 day of MARCH, 2023.

**IMPERIAL ISLE PROPERTY
OWNERS' ASSOCIATION, INC.,**
a Florida Not-for-Profit Corporation

Witnesses:

[Signature]
(signature)
Cheryl Loder
(printed name)

[Signature]
(signature)
Sarah Eby
(printed name)

By: [Signature]
STEVEN HOCHENBERG, President

[Signature]
(signature)
Cheryl Loder
(printed name)

[Signature]
(signature)
Sarah Eby
(printed name)

Attest: [Signature]
STEPHEN VITASEK, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of March, 2023, by STEVEN HOCHENBERG as President, and STEPHEN VITASEK as Secretary, respectively, of IMPERIAL ISLE PROPERTY OWNERS' ASSOCIATION, INC., who are personally known to me or have produced _____ as identification and who did take an oath.

Physical Presence: x

OR

Online Notarization: _____

[Signature]
Notary Public
State of Florida
My Commission Expires

(Notary Seal)



Jamie Hand
Notary Public
State of Florida
Comm# HH133042
Expires 5/23/2025

Consent Form - Amendment #3

Because the Developer has caused a portion of The Properties to be replatted and such replatting occurred after four (4) Lots in the Properties had been sold to individuals, the annual assessment shall be calculated as follows with respect to each lot within The Properties: (i) for each of Lots 1, 5, 16 and 24 (collectively referred to as the "Original Lots") as shown on the plat of Wycliffe Tract "I", recorded in Plat Book 77, Pages 124 and 125 of the Public Records of Palm Beach County, Florida, the annual assessment shall be calculated by dividing the total budgeted general expenses of the Association for the fiscal year in question by eighty-three (83); and (ii) for each other Lot comprising The Properties (collectively referred to as the "Non-Original Lots"), the annual assessment shall be calculated by dividing the total budgeted general expenses of the Association for the year in question, less the aggregate amount of the annual assessments to be paid by the Owners of Lots 1, 5, 16 and 24 the Original Lots referred to above as calculated according to this Section, by sixty-eight (68). However, after the date of recording this Amendment, and only as to those Original Lots whose Owner(s) has/have consented to this Amendment, if any of the Original Lots are sold or ownership is transferred in any way (other than one exempted transfer to an immediate family member of the current Owner as explained below), then the new Owner of the Lot shall pay the same percentage of the budgeted general expenses as the Non-Original Lots. By way of example, if one (1) of the Original Lots is sold or transferred after the date of recording this Amendment to a non-immediate family member, then the three (3) remaining Original Lots will continue to pay $1/83^{\wedge}$ of the budgeted general expenses, but the Original Lot which has been sold or transferred, along with the other Non-Original Lots, will pay $1/69^{\wedge}$ of the budgeted general expenses, after deducting the aggregate amount paid by the three (3) remaining Original Lots. By way of further example, if two (2) of the Original Lots have been sold or transferred after the date of recording this Amendment to a non-immediate family member, then the two (2) remaining Original Lots will continue to pay $1/83^{\wedge}$ of the budgeted general expenses, but the two (2) Original Lots which have been sold or transferred, along with the other Non-Original Lots, will pay $1/70^{\wedge}$ of the budgeted general expenses, after deducting the aggregate amount paid by the two (2) remaining Original Lots. This will continue until all of the Original Lots have been sold or transferred after the date of recording this Amendment to a non-immediate family member, at which time all of the Lots comprising The Properties will then pay $1/72^{\wedge}$ of the budgeted general expenses. The change in percentages will be adjusted after each sale or transfer of an Original Lot and will go into effect for the fiscal year that immediately follows the date of sale or transfer of the Original Lot. The aforementioned change in percentages for the Original Lots will not apply if the current Owner (as of the date of recording this Amendment) of the Original Lot transfers ownership, either while alive or at the time of the current Owner's death, to an immediate family member. However, this exemption only applies to one (1) initial transfer to an immediate family member. All subsequent sales or transfers of the Original Lots will result in the new Owner of the Original Lot paying the new percentage of budgeted general expenses as set forth above. An "immediate family member" is defined for purposes of this section only as being the current Owner's current spouse, brother, sister, child, stepchild or grandchild."

I hereby **do consent** to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment.

Owner's Signature(s):

Owner's Printed Name(s)

Imperial Isle Address:

Date:

Alan T Rubin
Alan T Rubin
4194 Imperial Isle
3-27-23

I hereby consent **do not consent** to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment

Owner's Signature(s):

Owner's Printed Name(s)

Imperial Isle Address:

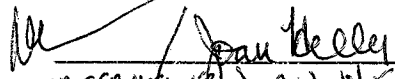
Date:

Consent Form - Amendment #3

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I hereby **do consent** to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment.

Owner's Signature(s):
Owner's Printed Name(s):
Imperial Isle Address:
Date:


~~WATERBURY~~ JOAN HELLER
4221 IMPERIAL CLUB LANE
March 17, 2023

I hereby consent **do not consent** to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment

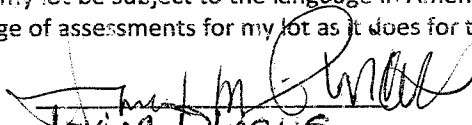
Owner's Signature(s):
Owner's Printed Name(s):
Imperial Isle Address:
Date:

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I hereby do consent to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment.

Owner's Signature(s):
Owner's Printed Name(s)
Imperial Isle Address:
Date:


Irving Pincus
4260 Imperial Isle Dr.
3/16/23

I hereby consent do not consent to have my lot be subject to the language in Amendment #3 which will allow for the Association to collect the same percentage of assessments for my lot as it does for the lots not referenced in this amendment

Owner's Signature(s): _____
Owner's Printed Name(s) _____
Imperial Isle Address: _____
Date: _____