

This instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
011 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR IMPERIAL ISLE,
AND THE BYLAWS FOR IMPERIAL ISLE PROPERTY OWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Restrictions and Protective Covenants for Imperial Isle and the Bylaws of Imperial Isle Property Owners' Association, Inc. The Declaration of Restrictions and Protective Covenants for Imperial Isle is recorded in Official Records Book 9443, at Page 842, of the Public Records of Palm Beach County, Florida. The Bylaws of Imperial Isle Property Owners' Association, Inc. is recorded in Official Records Book 9443, at Page 888, of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 5th day of August, 2020.

WITNESSES

IMPERIAL ISLE PROPERTY OWNERS'
ASSOCIATION, INC.

Anthony Sanchez
Signature

By: [Signature]
STEVEN HOCHENBERG, President

Deanna Sanchez
Print Name

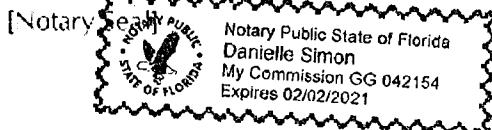
Hilda Matthew
Signature

By: [Signature]
Theodore L. Lefkowitz, Secretary

Hilda Matthew
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5 day of AUGUST, 2020, by STEVEN HOCHENBERG as President, and THEODORE as Secretary, of Imperial Isle Property Owners' Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced _____ as identification.



[Signature]
Notary Public
Danielle Simon
Name typed, printed or stamped
My Commission Expires: 2/2/21

EXHIBIT "A"

**AMENDMENTS TO THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR IMPERIAL ISLE, AND THE
BYLAWS FOR IMPERIAL ISLE PROPERTY OWNERS' ASSOCIATION, INC.**

The Declaration of Restrictions and Protective Covenants for Imperial Isle is recorded in Official Records Book 9443, at Page 842, of the Public Records of Palm Beach County, Florida. The Bylaws of Imperial Isle Property Owners' Association, Inc. is recorded in Official Records Book 9443, at Page 888, of the Public Records of Palm Beach County, Florida.

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

Item 1: Article I, Section (a) of the Declaration of Restrictions and Protective Covenants for Imperial Isle ("Declaration") shall be amended as follows:

(a) ~~"Association"~~ shall mean and refer to IMPERIAL ISLE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which shall be governed by the provisions of Chapters 617 and 720, Fla. Stat., as same may be amended from time to time.

Item 2: Article I, Paragraph (f) of the Declaration shall be amended as follows:

(f) ~~"Developer" shall mean and refer to KENCO CONSTRUCTION, LTD., a Florida limited partnership, its successors and assigns, if a successor or assignee is designated as Developer in writing recorded in the Public Records of Palm Beach County, Florida by the then current Developer hereunder. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them. At such time as a Developer has assigned all of its rights and interests under this Declaration, it shall be relieved from all further liability hereunder. The term "Developer", and all references to the Developer contained within this Declaration, or the Bylaws or Articles of Incorporation, including, but not limited to, all of the rights of such Developer shall be removed from this Declaration in their entirety and shall have no further effect as of the recording date of this amendment. Any rights or remedies afforded to the Developer pursuant to this Declaration shall inure to the benefit of the Association.~~

Item 3: Article III, Section 5(b) of the Declaration shall be amended as follows:

B. Lots. The Association shall maintain the trees, shrubbery, grass and other landscaping, ~~shall replace the trees as necessary,~~ and at its sole option, the Association may also replace the shrubbery, grass and other landscaping, on each Lot, so as to replicate the landscaping as originally installed, in an orderly and attractive manner and consistent with the general appearance of The Properties. While the Association is responsible to maintain all landscaping,

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the Association's responsibility to replace landscaping shall be limited to replacement of landscaping as originally installed by the Developer. Owners shall continue to be responsible for replacement of any and all landscaping installed by such Owner or by any previous Owner. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained). The Association shall also maintain the sprinkler systems originally installed by the Developer (other than the repair or replacement of irrigation clocks and related parts). Each Owner shall be responsible for maintaining any upgrade in the landscaping or sprinkler system from the landscaping and sprinkler system as initially installed on his or her Lot in the same manner and at the same time as the Lot is maintained, unless the Association assumes such maintenance responsibility. The Association may elect to assess individual Lot Owners for the responsibility of maintaining landscape and sprinkler system upgrades. With respect to Lots fronting on any roadway within The Properties, Owners shall irrigate landscaping on that portion of the area, if any, or right-of-way between the Lot boundary and the nearest pavement edge of the roadway. The Association shall be responsible for otherwise maintaining such areas. Owners of Lots abutting lakes or canals shall maintain (including, but not limited to, mow and irrigate) the area up to the water's edge between the Owner's Lot lines extended.

Item 4: Article III, Section 6(B) of the Declaration shall be amended as follows:

B. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB which shall consist of three (3) a number of members as determined by the Board of Directors from time to time, who need not ~~shall be members of the Association. The Developer shall have the right to appoint all of the members' of the ARB, or such lesser number as it may choose as long as not all of the Lots comprising The Properties have been sold and conveyed to third party end-users (as opposed to builders). Members of the ARB as to whom Developer may relinquish the right to appoint, and a~~ all members of the ARB after all Lots comprising The Properties have been sold and conveyed to third party end-users (as opposed to builders), shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors, except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer. The ARB, with the approval of the Board of Directors, may delegate its architectural review function to an outside professional or professionals selected by the ARB, and to charge the costs and fees of these outside professionals to members who apply for architectural approval. In the event the Board of Directors does not appoint an ARB, the

Board of Directors shall have the authority to act as the ARB.

Item 5: Article III, Section 6(C)(c) of the Declaration shall be amended as follows:

c. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, mailbox, screen enclosure, sewer, rain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in The Properties and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any ~~party~~ applicant aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

Item 6. Article IV, Section 1 of the Declaration shall be amended as follows:

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR THE ASSESSMENTS.

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses of the Association provided for in this Declaration, and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest at the highest amount allowable by law, from time to time, and late fees in the amount of Twenty Five (\$25.00) Dollars or five (5%) percent of the delinquent installment, whichever is greater, thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Item 7: Article IV, Section 2 of the Declaration shall be amended as follows:

Section 2. PURPOSE OF ASSESSMENTS; COMPUTATION OF ANNUAL ASSESSMENT. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the administration, maintenance, repair or replacement of the Common Areas and other amounts necessary or appropriate in the determination of the Board of Directors for the performance of the obligations of the Association pursuant to this Declaration, including, without limitation, reasonable reserves deemed necessary by the Board of Directors for repair,

replacement or addition to the Common Areas and the operation of the Association and the performance by it of its obligations under this Declaration and any other documents or agreements to which it is a party or is otherwise bound by. In addition, general expenses may include any and all charges for the construction, installation, operation and maintenance by the Association of a lake-fed or other type of irrigation system to serve all or part of The Properties. Notwithstanding the foregoing, the Board of Directors is not obligated to create a reserve for repair, replacement or addition to the Common Areas. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration are met. Except for the initial budget, the Association's budget shall be adopted by the Board of Directors not less than ~~sixty (60)~~ thirty (30) days prior to the fiscal year in which the same is to be operative. Should the Board of Directors fail to adopt a budget as aforesaid, Members shall continue to pay assessments based on the prior year's budget, until the new budget has been adopted by the Board of Directors. The budget in effect for the immediately preceding year shall continue for the current year, provided, however, that upon the adoption of a new budget the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the annual assessment from the beginning of such year at the time the next assessment payment is due.

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 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, the annual assessment shall be calculated by dividing the total budgeted general expenses of the Association for the year in questions, less the aggregate amount of the annual assessments to be paid by the Owners of Lots 1 ,5,16 and 24 referred to above as calculated according to this Section, by sixty-eight (68).

Item 8: Article IV, Section 4 of the Declaration shall be amended as follows:

SECTION 4. SPECIAL ASSESSMENTS.

A special assessment may be levied against one or more Lots for the following:

- (a) charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge;
- (b) reimbursement for damages caused by a Lot Owner or Owners, their family members, guests, invitees or tenants;

- (c) late charges, user fees, fines (where allowable by Florida law) and penalties;
- (d) any other charge which is not a general expense.
- (e) all other general expenses not budgeted for, including any shortfall in general expenses.

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association. Other than as to items (a) through (d) in this Section 4, such Special Assessment shall not be in an amount exceeding ~~\$50,000~~ \$100,000.00 in the aggregate unless approved by at least a majority of the ~~members~~ of the Association.

Item 9: Article IV, Section 8 of the Declaration shall be amended as follows:

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGE.

The lien of any assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 8 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot and recorded in the Public Records after the effective date of this amendment, and, to the

extent allowable under Florida law, for all mortgages encumbering a Lot and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Item 10: Article V, Section 1(c) of the Declaration shall be amended as follows:

(c) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities, including entrance transponder access, by an Owner for any period during which any assessment or other monetary obligation owed to the Association against his Lot remains unpaid for more than ninety (90) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or of its lawfully adopted and published rules and regulations, as same may be amended from time to time.

Item 11: Article V, Section (d) of the Declaration shall be amended as follows:

(d) The right of the Association and the Master Association to (i) adopt and enforce rules and regulations governing the use of the Common Areas and Lots and all facilities at any time situated thereon and (ii) conduct such activities as may be required by the Association or the Master Association.

Item 12: Article VI, Section 2 of the Declaration shall be amended as follows:

SECTION 2. LAND USE.

Residential Use. All Units shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Unit and no business may be conducted on any part thereof except that the Association may operate and maintain on portions of the Property owned or leased by them, the Common Property or the Club Facilities' offices for any property manager retained by the Association or business and real estate sales offices and other businesses which serve and are part of the Project. Any apartment complexes which may be designated on the Development Plan or site plan, whichever is most recent shall not be deemed commercial or business uses. Notwithstanding any provision to the contrary herein, the Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning

requirements of the Property; (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; (iv) does not cause any identifiable increase in traffic or parking on any portion of the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use which may affect any other residents of the Property, as may be determined in the sole discretion of the Board. No garage sales shall be permitted. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted for the Developer.

Item 13: Article VI, Section 10 of the Declaration shall be deleted in its entirety and replaced as follow:

SECTION 10. PETS, LIVESTOCK AND POULTRY.

ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a home. No pet shall be kept tied up outside of a home or in any screened porch or patio, unless someone is present in the home. An Owner, resident or other person walking the pet shall immediately pick up and remove any solid animal waste deposited by such pet on the Property, and the Owner of the Lot where the pet resides shall be responsible to assure that such solid animal waste is in fact properly removed. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a

person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Additionally, the Board shall have the authority to include, by rule, and in its sole discretion, additional breeds of dogs which may be added to the list of prohibited dogs and if so, will be considered incorporated herein.

GRANDFATHERING. Any resident who currently resides in Imperial Isles shall have the authority to keep their existing pet, which shall be a pet residing on the property on the effective date of this amendment, even if it is a prohibited breed pursuant to this amendment, until the pet's demise or removal from the property. The Association may require the registration of said pet to determine if it is to be grandfathered. Said pet shall be grandfathered in but only to the extent that it does not become a "Dangerous Dog" or otherwise be required to be removed pursuant to the Association documents. Any replacement pet or any pets brought onto the property after the effective date of this amendment shall adhere to the list of prohibited breeds, including those identified in this amendment as well as any which are added to the list pursuant to a Board Resolution, and shall not be a "Dangerous Dog".

Prohibited breeds, as well as any dog that is considered a "Dangerous Dog", shall be removed from the property, on a permanent basis, within forty eight (48) hours from receipt of written notice from the Board, management, or any committee delegated by the Board with such authority. Written notice shall be effective in any of the following manners, including regular mail, certified mail, email or hand delivery. Failure to timely remove the pet after notice within the time frame specified herein, will be deemed a violation of the Association documents and will avail the Association of all available legal remedies pursuant to Florida law, including, but not limited to, fines, common area use right suspension as well as the initiation of legal action. In any such legal action, the prevailing party shall be entitled to attorneys' fees and costs, including costs incurred at trial, any and all appeals, as well as any other required proceedings.

It is the intent of the Association, acting through the Board and management, to inform the membership of any animal attacks in the community. As such, if the Board or any individual Board member or management becomes aware of an animal attack, the entire Board will be notified, and the Board will adhere to a policy to assure that the residents are also notified. Such notification shall be in accordance with a duly promulgated Board policy, which policy will include the manner of notification to the residents, as well as the Association's insurance agent and legal counsel. Further, and notwithstanding the foregoing, the Association intends to adhere to Chapter 767 (damage by dogs) of the Florida Statutes and Palm Beach County Animal Care and Control, as well as any other local laws and ordinances governing such animals.

Including the obligations as set forth in this amendment, all residents may, and are requested to, report any pet or animal nuisance issues and/or attacks to Animal Control under Section 5 of the Palm Beach County Ordinance 98-22, or under any local law or ordinance applicable to such animals, and such obligation shall be independent of any obligation on behalf of the Association, including its Board or management, as it relates to addressing a Dangerous Dog, a prohibited breed, or a pet which creates a nuisance on the property.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Item 14: Article VI, Section 15 of the Declaration shall be amended as follows:

Section 15. ~~Leasing.~~ No Lot shall be leased or rented by an Owner for less than a three (3) month period, nor more than two (2) times in any twelve (12) month period. In addition, the following additional restrictions shall be applicable to any owner who has purchased a home after the date of recording this Amendment. No Lot shall be leased or rented by an Owner for at least one (1) full year from the date of purchase. Such one (1) year restriction on leasing shall not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise. Further, no lot shall be leased or rented by an Owner for more than two (2) years during any five (5) year period.

There shall be no subleasing of a Lot, and no portion of a Lot may be rented other than the entire Lot. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization.

Item 15: Article IX, Section 5 of the Declaration shall be amended as follows:

SECTION 5. ~~RECREATIONAL PROPERTY.~~ CLUB FACILITIES

The Club Facilities shall be governed in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club Homeowners Association, Inc., as same may be amended from time to time. The Wycliffe Golf and Country Club facilities (the "Recreational Property") are not Common Areas. The Recreational Property is private property owned and operated by the Developer or its affiliates and their assigns and administered according to membership policies and rules and regulations adopted by the owner thereof from time to time. Owners shall not be permitted to begin to play golf from Lots and the same shall be deemed a trespass. The Recreational Property may include, without limitation, golf courses, practice facilities, clubhouses, tennis courts, swimming pools,

This is not a contract

~~and related social facilities which are separate from the Common Areas. These facilities shall be developed and provided at the discretion of the owner of the Recreational Property. Such owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner has the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the facilities, to transfer any or all of the Recreational Property or the operation thereof to anyone (including without limitation a member owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of The Properties or membership in the Association does not give any vested right or easement, prescriptive or otherwise, to use the Recreational Property, and does not grant any ownership or membership interest therein.~~

~~Notwithstanding the fact that the Recreational Property may be open space or a recreation area for purposes of Palm Beach County zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever the Developer, the owner of the Recreational Property and their partners, officers, directors, employees, agents and affiliates, from: (1) any claim that the Recreational Property is, or must be, owned and/or operated by the Master Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Recreational Property by virtue of their ownership of a Lot without acquiring a membership in the Wycliffe Golf and Country Club, paying the applicable membership contribution or other joining fee, and dues, fees and charges established by the owner of the Recreational Property from time to time, and complying with the terms and conditions of the membership plan documents for the Club.~~

~~Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Developer, its partners, employees, agents, directors, officers and affiliates, and their successors and assigns, against and in respect of, and to reimburse the Developer, its partners, employees, agents, directors, officers and affiliates and their successors and assigns on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Developer, its partners, employees, agents, directors, officers and affiliates and their successors and assigns shall incur or suffer, which arise out of, result from, or relate to any claim that because the Recreational Property is deemed to be open space or a recreation area for purposes of Palm Beach County zoning ordinances and regulations, the Recreational Property must be owned and/or operated by the Master Association or the Owners and/or that Owners may use the Recreational Property without acquiring a membership in the Club pursuant to the Club's membership plan documents and paying the membership contribution or other joining fee, and dues, fees and charges established by the owner of the Recreational Property from time~~

to time.

Item 16: Article X, Section 5 of the Declaration shall be amended as follows:

SECTION 5. AMENDMENT.

In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the affirmative vote of a majority of the total votes within the Association. ~~execution and recordation of any instrument executed by: (1) Developer, for so long as at least one (1) Lot comprising a portion of The Properties has not been sold and conveyed to a third party end user (as opposed to a builder); or alternatively, (2) Owners holding not less than two thirds vote of the membership in the Association, provided that so long as the Developer or its affiliates is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained.~~ Notwithstanding anything contained herein to the contrary, no amendment to this Declaration that affects the rights of the Master Association shall be effective without the prior written consent of the Master Association.

Item 17: Article X, Section 6 of the Declaration shall be deleted in its entirety as follows:

SECTION 6. LITIGATION.

~~No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members representing seventy five percent (75%) of the total votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association against parties other than the Developer and its affiliates to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. In the event the Association brings suit against the Developer or its affiliates, the Association shall assess all Owners (but not the Developer or its affiliates) by special assessment for the costs and fees thereof and no funds from general expense assessments may be used for such purpose. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

Item 18: Article X, Section 7 of the Declaration shall be amended as follows:

The Association shall establish a Working Capital Fund for the operation of the Association, which shall be collected from each end-user Lot and re-sale purchaser (and not builders) at the time of conveyance of each Lot to such purchaser in an amount equal to three (3) months of the then current annual assessment for each Lot, or One Thousand (\$1,000.00) Dollars, whichever is

greater. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale and any resale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or for any other purpose deemed necessary and advisable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of annual assessments, but shall be collectible as an assessment pursuant to Article IV of this Declaration, including the authority of the Association to file a claim of lien for the collection thereof.

Item 19: Article IV, Section 1 of the Bylaws of Imperial Isle Property Owners' Association, Inc. ("Bylaws") shall be amended as follows:

~~Section 1. The Directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by a plurality of the votes cast. At the next annual meeting of the Members after the recording date of this amendment, approval of the First Amendment to the By-Laws, a new Board of Directors shall be elected such that Directors who previously were elected for a term of two (2) years shall now be elected for a term of three (3) years, as follows: the three who directors receiving the highest number of votes shall serve for a term of two years or until their successors are elected and qualify. The two remaining directors shall serve for a term of one year or until their successors are elected and qualify. Thereafter and at each subsequent annual meeting the members shall elect a new director to fill the vacancy left by the expiration of the term of any director whose term is expiring. Such newly elected directors shall serve for a term of two (2) years or until their successors are elected and qualify. Nothing herein shall prohibit a director whose term has expired from running for re-election. Notwithstanding the foregoing, however, until three (3) months after the sale of ninety percent (90%) of the Lots permitted for The Properties, as described in the Declaration, have been sold and conveyed to third party end-users (as opposed to builders) or at such earlier time as the Class B member identified in the Articles of Incorporation may determine, there shall be three (3) members of the Board of Directors with the Class B member having the sole right to appoint all members of the Board of Directors.~~

~~Contemporaneously with the turnover of the Class B membership as contemplated by the Declaration, the Board of Directors shall convene a special meeting of the Members at which time the directors appointed by the Class B member shall resign and the Members shall elect a new Board of Directors consisting of five (5) persons who shall hold office until the first annual meeting of the Members thereafter or until their successors are elected. Each subsequent year at the annual meeting, the Members shall elect a new Board of Directors who shall serve for a term of one (1) year or until their successors are elected. Notwithstanding anything to the contrary contained above, the Developer referred to in the Declaration shall continue to have the right to appoint one (1) member of the Board of Directors so long as the Developer or its affiliates holds at least five percent (5%) of the Lots within The Properties for sale in the ordinary course of business, after the termination of the Class B membership referred to above.~~

Item 20: Article IV, Section 5 of the Bylaws shall be amended as follows:

~~Section 5. No notice shall be required to be given to any member of the Board of any regular meeting of the Board of Directors.~~ Notices of Board of Directors meetings shall be in accordance with the procedures and requirements of Section 720.303, Fla. Stat., as same may be amended from time to time.

Item 21: Article V, Section 3 of the Bylaws shall be amended as follows:

~~Section 3. The Treasurer and/or President shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.~~

Item 22: Article VII, Section 1 of the Bylaws shall be amended as follows:

~~Section 1. Annual meetings of the Members shall be held at such time and place as shall be determined by the Board of Directors from time to time, provided, however that no longer than thirteen (13) months elapses from the date of the last annual meeting. The election of Directors shall occur each year at the annual meeting of the members where there are vacancies to be filled. The voting in the election of Directors shall be conducted either in person by ballot, or by proxy in accordance with the provisions of Section 720.306, Fla. Stat., as same may be amended from time to time. Nominations for available Board vacancies may be taken prior to the date of the annual meeting in a form and manner to be determined by the Board of Directors from time to time. As such, because the Association's election process shall permit nominations prior to the annual meeting, nominations shall not be required to be taken from the floor at the annual meeting. Until such time as the Class B membership terminates, there shall be no requirement that an annual meeting of the Members be convened.~~

Item 23: Article VIII, Section 2 of the Bylaws shall be amended as follows:

~~Section 2. The Architectural Review Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. An party applicant aggrieved by a decision of the Architectural Review Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Review Board, shall in all events be dispositive.~~

Item 24: Article X of the Bylaws shall be amended as follows:

**ARTICLE X
DISCIPLINE**

~~Section 1. Fines may be levied by the Board in accordance with the procedures and requirements of Section 720.305, Fla. Stat. Fines may be levied in amount of One Hundred (\$100.00) Dollars per violation, and if the violation is continuing in nature, may be levied in the amount of One Hundred (\$100.00) Dollars per day up to One Thousand (\$1,000.00) Dollars in the aggregate. In addition, the Board may, by rule or otherwise, increase the amount to which fines may be levied in excess of the amounts and without a maximum aggregate cap, and such decision shall be in the sole discretion of the Board from time to time. The Board of Directors shall have the power to impose reasonable fines, not to exceed any maximum amount provided by the Florida Statutes, which so long as required by Florida Statutes, shall not constitute a lien upon the Lot of the violating Owner, to suspend an Owner's right to use the Common Areas, and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the community for violation of any duty imposed under the Declaration or these By Laws; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration or these By Laws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration or By Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.~~

~~Section 2. Suspensions of common area use rights may be levied by the Board in accordance with the procedures and requirements of Section 720.305, Fla. Stat. Prior to imposition of any fine or sanction hereunder other than for nonpayment of assessments or other charges, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing affording the accused a reasonable opportunity to be heard; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within fourteen (14) days of the notice.~~

~~Section 3. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be before a committee of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, or as otherwise provided by Florida Statutes. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is~~

~~entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person.~~

Section 4.3. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.