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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1034 - 1039; (6pgs)

**THIRD 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, and subsequently amended twice, by recordings in Official Records Book 10149, Page 1854, and Official Records Book 13507, Page 89, of the Public Records of Palm Beach County, Florida, (all collectively hereinafter referred to as the "Declaration"), affecting certain real property described in Exhibit "A" attached hereto; 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):

1. Article III, Section 5B, is amended in its entirety to read 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. 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."

2. The following sentence shall be added to the end of Article IV, Section 4 (Special Assessments):

"Other than as to items a through d in this Section 4, such Special Assessment shall not be in an amount exceeding \$50,000 in the aggregate unless approved by at least a majority of the Members of the Association."

3. The following sentence shall be added to the end of Article VIII, Section 1 (Notice to Mortgagee):

"Mortgagees are hereby put on notice that the Association assumes no liability for failure to send any of the aforesaid notices, and mortgagees are advised not to rely on the Association but to rely solely on the official records of Palm Beach County with regard to any lien filings."

4. Article X, Section 7 (Working Capital Fund) is amended in its entirety to read as follows:

~~Developer~~ 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 ~~initial~~ then current annual assessment for each Lot. 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 or advisable

by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of annual assessments."

5. Article X, Section 8 (Sanctions is amended in its entirety to read as follows:

"The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines (not in excess of any limitation or fines imposed by the Florida Statutes) which shall not constitute a lien upon the Owner's Lot or Lots (unless permitted by the Florida Statutes) and suspension of the right to vote, for the failure by an Owner or its invitees to comply with the terms and provisions hereof or any rules or regulations adopted pursuant hereto. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to notice and hearing rights as set forth in the By-Laws of the Association and in accordance with all requirements of the Florida Statutes."

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 Third Amendment to Declaration of Restrictions and Protective Covenants for Imperial Isle, was approved by two-thirds of the members of the Association at a meeting of the Association duly called for this purpose on the 19 day of APRIL, 2005, pursuant to Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Third Amendment to Declaration this 19 day of APRIL, 2005.

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

Witnesses:

Edward Gordon
(signature)

EDWARD GORDON
(printed name)

Hank Greenberg
(signature)

HANK GREENBERG
(printed name)

BY Paul Horowitz
PAUL HOROWITZ, President

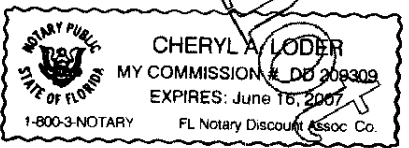
Edward Goldman
(signature)
EDWARD GOLDMAN
(printed name)

Attest: Cecil Glasman
Cecil Glasman, Secretary

Mark Greenberg
(signature)
MARK GREENBERG
(printed name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of April 2005, by Paul Horowitz, as President, and Cecil Glasman, 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.



(Notary Seal)

Cheryl A. Loder
Notary Public
State of Florida
My Commission Expires:

Notary Certified Copy

EXHIBIT "A"

LEGAL DESCRIPTION - IMPERIAL ISLE

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.

This is not a certified copy

**CONSENT BY
KENCO CONSTRUCTION, LTD.**

Kenco Construction, Ltd., a Florida corporation not for profit, located at _____ hereby consents to the Third Amendment to Declaration of Restrictions and Protective Covenants for Imperial Isle approved by Imperial Isle Property Owners' Association, Inc., to which this Consent is attached.

KENCO CONSTRUCTION, LTD.

Witnesses:

Anisla Tetreault
(signature)

ANISLA TETREAULT
(printed name)

Robin Bowin
(signature)

ROBIN BOWIN
(printed name)

By: *Nancy Wald*
(name, title)
Project Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of June, 2005, by Nancy Wald, as Project Manager of KENCO CONSTRUCTION, LTD., who is personally known to me or has produced as identification and who did take an oath.



(Notary Seal)

Sharon Miller
Notary Public
State of Florida
My Commission Expires: 2-25-06

copy