

This instrument prepared by and to be returned to:

MICHAEL J. SABATELLO, IV, ESQ.
POST OFFICE BOX 3888
WEST PALM BEACH, FL. 33402-3888

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR BLUE HERON BAY AT
IBIS GOLF AND COUNTRY CLUB**

This First Amendment to Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club ("Amendment") is made and executed this 14 day of December, 1998 by Sabatello Development Corporation III, Inc., a Florida corporation ("Declarant"), whose address is 5610 PGA Boulevard, Suite 114, Palm Beach Gardens, Florida, 33418.

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club on November 7, 1997 and recorded the Declaration on November 10, 1997 in Official Records Book 10076, Page 1211 of the Public Records of Palm Beach County, Florida ("Declaration");

WHEREAS, Declarant may amend the Declaration with the approval of the Owners of not less than fifty-one percent (51%) of the Lots pursuant to Article XVII, Section 2. of the Declaration;

WHEREAS, Declarant currently owns not less than fifty one-percent (51%) of the Lots; and

WHEREAS, Declarant desires to amend the Declaration as set forth below.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. The foregoing recitals are true and correct and form a part hereof. All of the capitalized terms herein shall have the definition given each in the Declaration, unless otherwise set forth herein.

Prepared by and Return to:
Denis M. Solomon, P.A.
Attorney at Law
1601 Belvedere Rd., Suite 407 South
West Palm Beach, FL 33406

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE BLUE HERON BAY AT IBIS GOLF & COUNTRY CLUB**

THIS 2nd AMENDMENT ("Amendment") to the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf & Country Club, is made as of the 26th day of February 1999, by Sabatello Development Corporation III, Inc., a Florida corporation, ("Declarant") in the Declaration referred to below, having a mailing address at: 5610 PGA Boulevard, Suite #114, Palm Beach Gardens, FL 33418.

WITNESSETH:

WHEREAS, Declarant has heretofore executed and recorded that certain document entitled "Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf & Country Club", dated November 7, 1997, recorded in Official Records Book 10076, at Page 1211, Public Records of Palm Beach County, Florida ("Declaration"), and

WHEREAS, prior to the date thereof, the Association has made assessments against Lots and Owners using one assessment rate for Lots which were not improved by a home constructed thereon having a certificate of occupancy ("C.O."), where the assessment was based only on costs and expenses relating to the common areas, and another assessment rate for Lots improved with the construction of homes thereon having a C.O., where the assessment was based both on costs related to the common areas and the Home; and

WHEREAS, the method of assessment referred to in the preceding paragraph was not the method of assessment for the Lots as originally set forth in the Declaration, however, the Declarant, with approval of Owners of not less than 51% of the Lots, now wishes to amend the Declaration to make the method of assessments of Lots consistent with the method of assessments adopted by the Association, and

WHEREAS, in accordance with Article XVII, (Right to Modify or Cancel) Section 2.A.2) of the Declaration, entitled "Amendment", and other applicable provisions of the Declaration, the Declarant, being the owner of more than 51% of the Lots now wishes to amend the Declaration for the purposes as set forth herein.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the Declaration is hereby further amended as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a part hereof.
2. **AMENDMENTS.**
 - A. Section 1 of Article VII is hereby amended to add the following to the end of such section: Notwithstanding any other provision in the Declaration to the contrary, until all Lots are improved with construction of a home on them, the Association may have two levels of annual, special and individual assessments where one level is for common area expenses only and shall be charged against all Lots, and where a second level is for expenses related to improvement or maintenance to be performed on individual Lots which have been improved by construction of a home thereon.
 - B. Section 4 of Article VII is hereby amended to be consistent with the preceding Paragraph 2.A. of this Amendment: Until all Lots have been improved with construction of a home thereon, the separate method of assessments for unimproved and improved Lots shall be applicable.

- C. After all Lots have been improved by construction of a home thereon (with a C.O. being issued therefor) the assessments shall be the same for all Lots and shall be based upon budgets adopted by the Board for all association expenses, both as to common areas and Lots.
 - D. The provisions of this Amendment are intended to and shall have retroactive effect from the date of original recording the Declaration.
 - E. The provisions of Paragraph B., Section 10 of Article VII shall continue to apply for the Lot, either on the basis of the common area expense only for those Lots not improved by a home and for all expenses where the Lots have been improved with a home.
 - F. Any provision of the Declaration, which is inconsistent with the modifications made by this Amendment shall be deemed to be changed to be consistent with this Amendment and the changes made hereby.
3. **NO OTHER CHANGES; BINDING EFFECT.** Except as specifically modified hereby, the Declaration shall remain in full force and effect as written. This Amendment shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns and all owners of property encumbered by the Declaration.
4. **APPROVAL.** The recording of this Amendment among the Public Records of Palm Beach County, Florida shall be evidence that this Amendment has been approved by the requisite number of Owners to give it legal effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name on the day and year first above written for the purpose herein stated.

Witnesses:

Dina M. Lotz
 (witness signature)
 Print: Dina M. Lotz

Patti King
 (witness signature)
 Print: Patti King

Declarant:

Sabatello Development Corporation III, Inc.
A Florida corporation

By: *[Signature]* (corp.seal)
 Carl M. Sabatello, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of February 1999, by Carl M. Sabatello, President of Sabatello Development Corporation III, Inc. a Florida corporation. Personally known to me OR who has produced _____ as identification.

[Signature]
 Notary Public



JOINDER BY BLUE HERON BAY AT IBIS GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby joins in and approves the foregoing First Amendment to Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this ___ day of December, 1998.

Signed, sealed and delivered in our presence:

BLUE HERON BAY AT IBIS GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

(1) Kathy Antonelli
Print name: Kathy Antonelli

By: [Signature]
Carl M. Sabatello, President

(2) Karen Howell
Print name: Karen Howell

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4 day of December, 1998, by Carl M. Sabatello, as President of Blue Heron Bay at Ibis Golf and Country Club Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, and he is personally known to me, OR ___ has produced ___ as identification.

[Signature]
Notary Name: _____
Notary Public
Serial (Commission) Number
(If any) _____

(NOTARY STAMP)



JOINDER BY IBIS PROPERTY OWNERS ASSOCIATION, INC.

The undersigned hereby joins in and approves the foregoing First Amendment to Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14 day of December, 1998.

Signed, sealed and delivered in our presence:

IBIS PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

(1) Michele Friedman
Print name: Michele Friedman

By: CGW
Clifford G. Wilson, Vice President

(2) Dorothy L. Pruitt
Print name: Dorothy L. Pruitt

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14 day of December, 1998, by Clifford G. Wilson, as Vice President of Ibis Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, and he is personally known to me, OR he has produced his Florida drivers license as identification.

Michele Friedman
Notary Name: Michele Friedman
Notary Public
Serial (Commission) Number
(If any) CC455290

(NOTARY STAMP)



MICHELE FRIEDMAN
MY COMMISSION # CC455290 EXPIRES
July 31, 1999
BONDING THIRD TRUST FARM INSURANCE, INC

Prepared by and return to:
David W. Craft, Esq.
3418 Poinsettia Avenue
West Palm Beach, FL 33407
(561) 844-3131

10/31/2003 13:16:16 20030676296
OR BK 16119 PG 1856
Palm Beach County, Florida

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR BLUE HERON BAY AT
IBIS GOLF AND COUNTRY CLUB**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club dated 11/07/97 was recorded 11/10/97 in Official Records Book 10076, Page 1211, Public Records of Palm Beach County, Florida (Declaration); and

WHEREAS, Article XVII, Section 2, of the Declaration provides for amendment by approval of Owners of Seventy-Five percent (75%) of the Lots with joinder of the Declarant until 03/31/09; and

WHEREAS, over Seventy-Five percent (75%) of the Owners of the Lots voted to amend the Declaration as hereafter provided at a duly called meeting of the Blue Heron Bay at Ibis Golf and Country Club Homeowners Association, Inc., on 04/07/03, and joinders by the Declarant and the Ibis Property Owners Association, Inc., are attached hereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Paragraphs A and B of ARTICLE V, Section 2. Maintenance by the Association and Owner. are hereby amended to read as follows:

"A. The Association, and not the Owner of each Lot, shall have the duty and obligation to perform the following work, the costs of which shall be deemed to be part of the Common Expense of the Association: ~~(i) landscape maintenance; and (ii) the maintenance, repair and replacement of any exterior wall or fences between Homes, but excluding the walls of Homes;~~ (ii) cleaning roofs of Homes; and (iii) painting the exterior of Homes. All of the foregoing duties of the Association shall be carried out as and when needed, as determined by the Board of Directors of the Association. Any duty or obligation to repair and maintain any Lot, Home or other Improvement thereof, including exterior maintenance and repair of each Home, (and its roof) which is not specifically delegated to the Association under this Declaration, shall be the sole responsibility of the Owner of each Lot as to the Improvements thereon. The Owner of each Lot shall have the duty and obligation of maintaining, repairing and replacing the roof of his Home and other portions thereof.

B. The Owner of each Lot, and not the Association, shall have the duty and obligation to perform the following work, the costs of which shall be that of the Owner: ~~(i) cleaning roofs of Homes;~~ (ii) cleaning and maintaining driveways; and (iii) (ii) cleaning and

painting repairs to the exterior of Homes, and any adjoining wall or fences, including painting and pressure cleaning of same."

(Coding: Words struck-through are deletions; underlined words are additions.)

The Declaration and all of its terms, conditions, provisions, agreements and covenants, as modified and amended above shall remain in full force and effect as recorded.

IN WITNESS WHEREOF, the Blue Heron Bay at Ibis Golf and Country Club Homeowners Association, Inc., has caused this amendment to be executed in its corporate name by its duly authorized corporate officers this 23 day of JUNE, 2003.

Signed, Sealed and Delivered in the presence of:

BLUE HERON BAY AT IBIS GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

[Signature]
CA. COHEN (Print)

By: Paula Cohen President
Paula Cohen
(Print Name and Title)

764 Blue Heron Way
WVB 93412
(Print Address)

[Signature]
SHIRLEY FENWELL (Print)

Attest: Lisa Richards
LISA Richards Assist Secretary
(Print Name and Title)

275 Toney Penna Dr. #7
Jupiter FL 33456
(Print Address)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me June 23rd, 2003, by Paula Cohen and LISA RICHARDS, the PRESIDENT and ASSIST SECRETARY, respectively, of BLUE HERON BAY AT IBIS GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Corporation, who are personally known to me ~~or who produced~~ _____ as identification.



Sandra M Robinson
My Commission CC986809
Expires January 02 2005

[Signature]
Sandra M. Robinson (Print)
Notary Public

My Commission Expires: 1/2/05

(SEAL)

JOINDER BY DECLARANT

The undersigned Declarant joins in and approves the foregoing Third Amendment to the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club for the sole purpose of agreeing to perform its obligations contained therein.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28 day of October, 2003.

Signed, sealed and delivered in our presence:

[Signature]
Lisa M. Siniscalchi (Print)

[Signature]
Molly Cousins (Print)

SABATELLO DEVELOPMENT CORPORATION III, INC., a Florida corporation

By: [Signature]
Carl M. Sabatello, Pres.
(Print Name and Title)

WSS
[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me 28th October 2003, by Carl M. Sabatello as President of **SABATELLO DEVELOPMENT CORPORATION III, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced n/a as identification.

[Signature]
Notary Public
(SEAL)

My Commission Expire :



Lisa M. Siniscalchi
MY COMMISSION # DD210180 EXPIRES
July 24, 2007
BONDED THRU TROY FAIN INSURANCE INC.

JOINDER BY IBIS PROPERTY OWNERS ASSOCIATION, INC.

The undersigned hereby joins in and approves the foregoing Third Amendment to the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24 day of JUNE, 2003.

Signed, sealed and delivered in our presence:

Nancy Curran
Nancy Curran (Print)

Roberta Leppert
Roberta Leppert (Print)

IBIS PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: Clifford G. Wilson
Clifford G. Wilson PRESIDENT
(Print Name and Title)

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me JUNE 24, 2003, by CLIFFORD G. WILSON as PRESIDENT, of **IBIS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires: 11/28/04

Patricia A. Erdman
PATRICIA A. ERDMAN (Print)
Notary Public
(SEAL)





Prepared by and return to:
David W. Craft, Esq.
3418 Poinsettia Avenue
West Palm Beach, FL 33407
(561) 844-3131

CFN 20040646701
OR BK 17762 PG 1215
RECORDED 11/15/2004 12:11:21
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pgs 1215 - 1217; (3pgs)

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR BLUE HERON BAY AT
IBIS GOLF AND COUNTRY CLUB**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club dated 11/07/97 was recorded 11/10/97 in Official Records Book 10076, Page 1211, Public Records of Palm Beach County, Florida (Declaration); and

WHEREAS, Article XVII, Section 2, of the Declaration provides for amendment by approval of Owners of Seventy-Five percent (75%) of the Lots with joinder of the Declarant until 03/31/09; and

WHEREAS, over Seventy-Five percent (75%) of the Owners of the Lots voted to amend the Declaration as hereafter provided at a duly called meeting of the Blue Heron Bay at Ibis Golf and Country Club Homeowners Association, Inc., on 10/25/04, and joinders by the Declarant and the Ibis Property Owners Association, Inc., are attached hereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **ARTICLE VII, Section 7.** is amended in its entirety to read as follows:

"Section 7. Capital Contributions. A capital contribution shall be made by or on behalf of each Owner obtaining title to a Lot after the effective date of this Amendment, and paid to the Association upon the transfer of title. The capital contribution required shall be in an amount equal to the current quarterly assessment at the time of title transfer. However, a capital contribution shall not be due upon a transfer of title among or between co-Owners and family members, between Owners and their Trust or other related entity, or pursuant to foreclosure or any proceeding in lieu of foreclosure by Institutional Mortgagees. Capital contributions shall be used to pay for any common expense of the Association. The capital contribution required by this Section 7 shall constitute an assessment against the Lot and shall be collectible as assessments are collected under this Declaration."

2. The Declaration and all of its terms, conditions, provisions, agreements and covenants, as modified and amended above shall remain in full force and effect as recorded.

IN WITNESS WHEREOF, the Blue Heron Bay at Ibis Golf and Country Club Homeowners Association, Inc., has caused this amendment to be executed in its corporate name by its duly authorized corporate officers this 25th day of OCTOBER, 2004.

Signed, Sealed and Delivered
in the presence of:

**BLUE HERON BAY AT IBIS GOLF
AND COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

[Signature]
C.A. Cottrell (Print)

By: [Signature]
PAULA COHEN, PRESIDENT
(Print Name and Title)

7641 BLUE HERON WAY
WEST PALM BEACH, FL 33412
(Print Address)

[Signature]
C.A. Cottrell (Print)

Attest: [Signature]
TOM RYAN, VICE PRESIDENT
(Print Name and Title)

7410 BLUE HERON WAY
WEST PALM BEACH, FL
(Print Address)

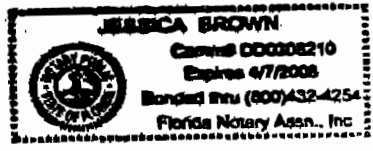
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me October 24, 2004, by Paula Cohen PTB and C.A. Cottrell the President and Tom Ryan respectively, of **BLUE HERON BAY AT IBIS GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the Corporation, who are personally known to me or who produced Crown as identification.

[Signature]
Jessica Brown (Print)
Notary Public

My Commission Expires:

(SEAL)



JOINDER BY IBIS PROPERTY OWNERS ASSOCIATION, INC.

The undersigned hereby joins in and approves the foregoing Fourth Amendment to the Declaration of Covenants, Restrictions and Easements for Blue Heron Bay at Ibis Golf and Country Club.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of October, 2004

Signed, sealed and delivered in our presence:

Misty Bloch
MISTY BLOCH (Print)

Nancy Curran
NANCY CURRAN (Print)

IBIS PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: Stuart Tyrell
PRESIDENT, IBIS POA.
(Print Name and Title)

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me Oct 29, 2004, by Stuart Tyrell as PRESIDENT of **IBIS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

William R. Vander May III
Notary Public

