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FOURTH AMENDMENT
TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SAND CAY AT IBIS GOLF AND COUNTRY CLUB

WHEREAS, the Declaration of Covenants, Restrictions and Easements ("Declaration") for Sand Cay at Ibis Homeowners Association, Inc., a Florida not-for-profit corporation, is recorded in Official Records Book 11963, Page 28, as amended in Official Records Book 12777, Page 1518, as amended in Official Records Book 15201, Page 931, and as further amended in Official Records Book 16711, Page 1982, of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the membership of Sand Cay at Ibis Homeowners Association, Inc., held on September 18, 2014, the Declaration was amended with the vote of at least 75% of the membership pursuant to the provisions of the Declaration; and

NOW THEREFORE, the undersigned President and Secretary of Sand Cay at Ibis Homeowners Association, Inc. certify that the following Amendment to the Declaration is a true and correct copy of the Amendment voted for by the membership:

(Additions are underlined and deletions of prior language are ~~struck through~~):

Article V, Section 2

Section 2. Maintenance by the Association and Owner.

A. The Association, and not the Owner of each Lot, shall have the duty and obligation to perform the following work on each Lot, the costs of which shall be deemed to be part of the Common Expenses of the Association: (i) cleaning roofs of Homes only before an association scheduled painting of the exterior walls of the homes. The cleaning of the roofs other than before an association scheduled painting of the exterior walls of the homes is the responsibility of the Owners, (ii) cleaning the exterior walls of the homes only before an association scheduled painting of the exterior walls of the homes. and painting the exterior of Homes. The cleaning of the exterior walls of the homes other than before an association scheduled painting of the exterior walls of the homes is the responsibility of the Owners; (iii) painting the exterior walls of the homes; ~~(iii) maintaining and painting fences and/or adjoining exterior walls;~~ and (iv) (iv) landscape maintenance, including but not limited to excluding any landscaping within a fenced-in screened or fenced patio pool area or yard. The Owner of each Lot shall be responsible for providing the Association with access to fenced-in areas. If the Owner does not provide access to the fenced-in areas the Association shall not be responsible for maintaining those areas. If a fenced-in pool area or yard has a lock on it preventing the Association from accessing the area, regardless of whether the owner has provided a key to the Association, or if there is a dog or any other pet in the fenced in pool-area or yard the

Association shall not be responsible for landscape maintenance of those areas. 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 the 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.

B. The Owner of each Lot, and not the Association, shall have the duty and obligation to perform the following work on the Owner's Lot, the costs of which shall be that of the Owner: (i) maintaining, repairing and replacing the roof of the Home; (ii) cleaning and maintaining the driveway; (iii) repairing and replacing the exterior of the Home; ~~and~~; (iv) pest control; (v) cleaning, maintaining and repairing fences and adjoining exterior walls; ~~(iv) and (vi)~~ maintaining, repairing and replacing any or all of the Lot and Improvements thereon which are not specifically stated in this Declaration to be the obligation of the Association. Nothing contained herein shall obligate the Association to make repairs or replacements to Improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers the damage.

D. The Association shall maintain the sprinkler system of each Lot subject to terms hereof and each Owner shall provide access to his Lot to the Association or its agents in order for the Association to carry out its maintenance functions. Owners shall have the duty and obligation to monitor the operation of the sprinkler system and to promptly report any malfunctions to the Association. In no event shall the Association be liable or have any obligation to pay for any damage to property or personal injury caused by any sprinkler system, electric, lighting, drainage structure or other Improvement or the malfunction thereof. The sole obligation of the Association with respect to the landscape irrigation system shall be to make repairs to the sprinkler heads ~~as~~ as deemed necessary by the Association. Repairs to the sprinkler heads shall be limited to a dollar amount established for each Lot by the Board pursuant to the Association's budget. The cost of any repairs to the sprinkler heads that exceed the budgeted amount for that Lot shall be charged to the Lot as an Individual Assessment collected in the same manner as regular assessments. Any repairs to the sprinkler system other than to the sprinkler heads shall be the responsibility of the Owner of the Lot. Any repair or replacement of damage or loss to lawns, trees and plants caused by an Owner not providing the necessary access to his Lot or timely notice to the Association of malfunction of the irrigation system shall be at the sole cost and expense of such Owner. Any such repair or replacement that is done by the Association shall be charged to the Lot as an Individual Assessment.

All remaining provisions of Article V, Section 2 and all remaining provisions of Article V of the Declaration remain unchanged.

Article IX

Section 11. Animals. No animals, livestock, reptiles or fowl shall be kept or maintained on the Project, except that no more than two (2) dogs or cats (or one of each) or other common household pets for their pleasure and use of the occupants, provided, they are not kept, bred, or maintained for any commercial purpose. All animals must be kept on a leash when outside of the Owner's property and must not be allowed to run loose or become a nuisance to other Owners by barking or other acts. Pets may be walked ~~only in the yard of the Owner of the pet and not upon the Common Areas unless the Board specifically designates an area for such use in the future~~ on common property. All Owners of pets shall be responsible for cleaning up after their pet. The Board is authorized to promulgate rules and regulations regarding the keeping or maintaining of pets. The Board shall have

the right to require any pet to be removed from the Home or Unit which causes an unreasonable source of annoyance to any Owner, or if the Owner violates any provision of this Declaration relating to pets or violates any of the Rules and Regulations now or hereafter existing relating to pets. Aggressive breeds of dogs or any mix of aggressive breeds of dogs are prohibited in a Home, Lot or common property. Aggressive breeds are pit bulls, rottweilers, dobermans and any other dog deemed aggressive by the Board of Directors. This provision of the Amendment does not apply to any dogs residing in a Home on the effective date of the Amendment for as long as the owner of those dogs owns the Home in which the dog resides or if the dog is owned by a tenant until the tenant's lease expires. A renewal of a lease is considered a new lease.

All remaining provisions of Article IX remain unchanged.

IN WITNESS WHEREFORE, The President and Secretary of Sand Cay at Ibis Homeowners Association, Inc. have caused this Certificate of Amendment to be executed this 6 day of OCTOBER, 2014.

Witnesses:

Mary J. Crandall
Print Name: Mary J. Crandall
Robert H. Leggort
Print Name: Robert H. Leggort

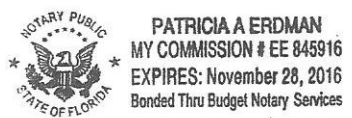
SAND CAY AT IBIS HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation
Walter Davidson
Walter Davidson, President
Lawrence Kushins
Lawrence Kushins, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WALTER DAVIDSON, President of Sand Cay at Ibis Homeowner's Association, Inc. who is personally known to me and who executed the foregoing instrument, after being duly sworn, acknowledged before me that he executed this document freely and voluntarily for the purposes herein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of OCTOBER, 2014.

Patricia A. Erdman
Notary Printed Name: PATRICIA A. ERDMAN
NOTARY PUBLIC, State of Florida at Large Seal:



STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE KUSHINS, Secretary of Sand Cay at Ibis Homeowner's Association, Inc. who is personally known to me and who executed the foregoing instrument, after being duly sworn, acknowledged before me that he executed this document freely and voluntarily for the purposes herein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of OCTOBER, 2014.

Patricia A. Erdman
Notary Printed Name: PATRICIA A. ERDMAN
NOTARY PUBLIC, State of Florida at Large Seal:

