



**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AN RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR
IBIS POINT**

The Declaration of Covenants and Restrictions for Ibis Point has been recorded in the public records of Martin County, Florida, at Official Records Book 630, Page 2527 et. seq., amended at Official Records Book 1892, Page 1176, et. seq., and Amended and Restated at Official Records Book 2085, Page 1572, et. seq. The same Declaration of Covenants and Restrictions is hereby amended as approved by at least fifty-one percent (51%) of all members, said approval occurring at the Annual Meeting of the members on March 6, 2018; which was reconvened on April 10, 2018.

1. Section 8.1.38 is amended to read as follows:

8.1.38 Leasing. Parcels may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Parcels or assignments of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Parcel. All leases shall be in writing and shall be for an initial term of no less than three (3) months. No Parcel may be leased more than one (1) time in any calendar year. An Owner acquiring title to a Parcel after the effective date of this amendment is prohibited from leasing the Parcel during the first two (2) years of ownership. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner at least fourteen (14) days prior to the date of occupancy. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association and the Master Association. Additionally, the Board may require a prospective lessee to appear for a personal interview and sign a form stating he has read and will abide by the Declaration, Bylaws, and the Rules and Regulations of the Association and the Master Association. The Association shall issue a certificate of occupancy to the lessee, after compliance with this provision. The Association may collect a reasonable fee in connection with the review and processing of all leases. Any guest, invitee or other non-owner residing in a Dwelling in excess of sixty (60) consecutive days, shall be deemed to be a lessee and must comply with the provisions of this Section 8.1.38.

(The balance of Article 8 remains unchanged.)

2. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for Ibis Point were adopted by at least fifty-one percent (51%) of all members, said approval occurring at the Annual Meeting of the members on March 6, 2018; which was reconvened on April 10, 2018.

3. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Ibis Point are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24 day of FEBRUARY 2020.

WITNESSES:

Tanis Rhodca
Printed Name: TANIS RHODEA

IBIS POINT HOMEOWNERS ASSOCIATION, INC.

By: *Tanis Rhodca*
Tanis Rhodca, President

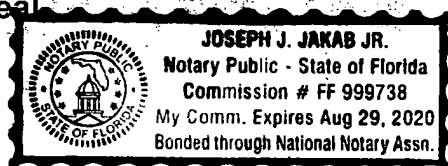
Darrell Van Fossan
Printed Name: DARRELL VAN FOSSAN

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by TANIS RHODEA, as President of Ibis Point Homeowners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on FEBRUARY 24, 2020.

Notarial Seal



Joseph J. Jakab Jr.
Notary Public
Print Name: JOSEPH J. JAKAB JR.
My Commission Expires: 8/29/20

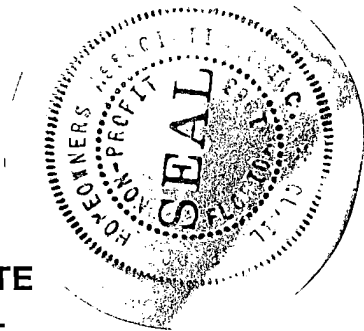
WITNESSES:

Darrell Van Fossan
Printed Name: DARRELL VAN FOSSAN

IBIS POINT HOMEOWNERS ASSOCIATION, INC.

By: *Patrick J. Demay*
PATRICK J. DEMAY, Secretary

Edward R. Knicker
 Printed Name: Edward R. Knicker

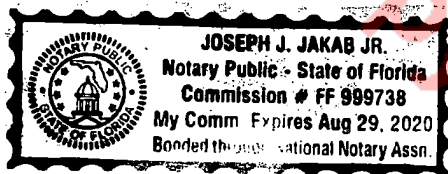


**CORPORATE
SEAL**

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by PATRICK J. DEMAY, as Secretary of Ibis Point Homeowners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on FEBRUARY 24, 2020.

Notarial Seal



Joseph J. Jakab Jr.
 Notary Public
 Print Name: JOSEPH J. JAKAB JR
 My Commission Expires: 8/29/2020