

Prepared by and Return To:
Randall K. Roger, Esq.
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487



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**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR ABERDEEN
PLANNED UNIT DEVELOPMENT AND ABERDEEN PLANNED COMMERCIAL
DEVELOPMENT AND THE AMENDED AND RESTATED BY-LAWS OF
ABERDEEN PROPERTY OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached amendments to the Amended and Restated Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development ("Declaration"), and the Amended and Restated By-Laws of Aberdeen Property Owners Association, Inc. ("Bylaws"), as recorded in Official Records Book 11915, Page 1674 (with the original Declaration recorded in Official Records Book 3970, Page 573), both in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article 12 of the Declaration and Article XIV of the Bylaws.

IN WITNESS WHEREOF, we affixed our hands this 17th day of April, 2017, in Palm Beach County, Florida.

Executed in the presence of:

[Signature]
Signature of Witness

By: Ed Heller
Ed Heller, President

Lisa M Teets
Printed Name of Witness

[Signature]
Signature of Witness

CRYSTAR RICH-DORCH
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 17th day of April, 2017, personally appeared Ed Heller, the President of Aberdeen Property Owners Association, Inc., who is personally known to me or who produced his driver's license as identification, and acknowledged that he executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
NOTARY PUBLIC
My Commission Expires: 3/17/20



AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR ABERDEEN PLANNED UNIT DEVELOPMENT AND
ABERDEEN PLANNED COMMERCIAL DEVELOPMENT AND AMENDED AND
RESTATED BY-LAWS OF ABERDEEN PROPERTY OWNERS ASSOCIATION, INC.

(ADDITIONS INDICATED BY UNDERLINING, DELETIONS BY
~~STRIKETHROUGHS~~ AND
UNAFFECTED LANGUAGE BY "... " OR " * * ")

Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development ("Declaration") and to the Amended and Restated By-Laws of Aberdeen Property Owners Association, Inc. ("Bylaws"), as more particularly described below:

A. Proposed amendments to the Declaration:

1. DECLARATION AMENDMENT #1 – to the Preamble of the Declaration, as follows:

... NOW, THEREFORE, the POA hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, ~~reservations~~, assessments, charges, liens and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions and subject to the provisions contained in Chapter 720 of the Florida Statutes, as same may be amended from time to time.

2. DECLARATION AMENDMENT #2 – to Article 1, Section 1.1 of the Declaration, as follows:

ARTICLE 1
Definitions

1.1 Advisory Committee is a permanent committee of the Board of Directors of the POA, consisting of ~~not less than ten (10) members, which shall be 9 Directors~~ and composed of the four (4) executive officers of the POA (President, Vice President, Secretary and Treasurer) plus ~~not less than 5~~ six (6) other Directors appointed by the Board of Directors, three (3) of whom must be the Director for an Eastern Area Member and three (3) of whom must be a Director for a Western Area Member. The committee shall act as an advisory body to the President, to conduct research and to study various issues, as directed by the President. The committee may also act as an appellate body, to hear appeals from the POA's ARB. All committee meetings shall be noticed and open to the Members, in the same manner as POA Board meetings.

3. DECLARATION AMENDMENT #3 – to Article 1, Section 1.16 of the Declaration, as follows:

ARTICLE 1
Definitions

*** (sections 1.1 – 1.15 unchanged) ***

1.16 Member refers to a Homeowners Association, Condominium Association (also called "sub-Associations"), and the Club Owner, ~~and Transeastern, Inc.,~~ all of which are Members of the POA.

4. DECLARATION AMENDMENT #4 – to Article 3, Sections 3.2 and 3.3 of the Declaration, as follows:

ARTICLE 3
Aberdeen Property Owners Association, Inc.

*** (section 3.1 unchanged) ***

3.2 Membership. Each sub-Association shall automatically become a Member of the POA upon the incorporation of the sub-Association with the Florida Secretary of State. Membership is mandatory and may not be terminated by the sub-Association. ~~For purposes of Membership, existing Developers on the date this Declaration is executed, including Transeastern, MI Homes, Inc., and Oriole Homes, Inc., shall be considered a member only with respect to those Parcels which it owns and which are not otherwise subject to a sub-Association.~~

3.3 Areas of Membership. Membership in the POA is divided into three (3) areas: (1) Eastern Area Members; (2) Western Area Members; and, (3) Commercial Members. ~~Each area shall have specific directors on the Board of Directors representing it, pursuant to the By-Laws of the POA.~~

5. DECLARATION AMENDMENT #5 – to Article 4, Section 4.6.3 of the Declaration, as follows:

ARTICLE 4
Common Property

*** (sections 4.1 – 4.6.2 unchanged) ***

4.6.3 The right of the POA to suspend the enjoyment rights and easement of any Owner for any period during which an Assessment remains unpaid by the sub-Association to which the Owner belongs, and for any period during which such sub-Association or Owner is in violation of this Declaration or any of the promulgated rules and regulations of the POA. Such rights of the POA shall be subject to the provisions and requirements of Section 720.305, Florida Statutes, as same may be amended from time to time.

6. DECLARATION AMENDMENT #6 – to Article 6, Section 6.5 of the Declaration, as follows:

ARTICLE 6
Assessments and Liens

*** (sections 6.1 – 6.4 unchanged) ***

6.5 Special Assessments. . . . If a Special Assessment shall exceed Five Hundred Dollars (\$500.00) per Parcel, it shall require the approval of the Members of the POA, to be obtained in a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least Fifty-one percent (51%) of the votes present in person. Notwithstanding such approval requirement, the POA shall not need to obtain Membership approval for a Special Assessment exceeding \$500.00 if such Special Assessment is necessary to address extreme emergency and non-budgeted maintenance, repairs or replacements to the Common Property.

7. DECLARATION AMENDMENT #7 – to Article 6, Section 6.7 of the Declaration, as follows:

ARTICLE 6
Assessments and Liens

*** (sections 6.1 – 6.6 unchanged) ***

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the POA to the Members and Owners and the Club Owner shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law, as same may be amended from time to time (or in the absence of such law, at such interest rate as the Board of Directors of the POA may decide from time to time), from the date due until paid. Additionally, the POA may impose an administrative late fee in the maximum amount allowed by law, as same may be amended from time to time (or in the absence of such law, in such amount as the Board of Directors of the POA may decide from time to time). The Assessment, together with interest thereon, any late fees, and the costs of collection, including attorneys' fees, shall be a continuing lien against all property owned and all Parcels governed by the Member against which the Assessment is made or against the Club Facilities in the case of delinquent Assessments by the Club Owner, as the case may be, and shall also be the continuing personal obligation of the Member, each Owner and the Club Owner, as the case may be; ~~provided, however, that such personal obligation shall not pass to successors in title to a Parcel or to the Club Facilities, unless assumed by such successor in title.~~ Any successor in title to an Owner or the Club Owner shall be held to constructive notice of the records of the POA to determine the existence of any delinquency in the payment of Assessments by the sub-Association to which the Parcel is subject, the Owner or by the Club Owner, as the case may be. The POA shall also record a claim of lien in the Public Records of the County against

all Parcels governed by the delinquent Member, owned by the Owner or against any real property owned by the Club Owner, as the case may be, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, any late fees imposed by the POA, and the costs of collection thereof. If any Assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the POA may declare the entire Assessment immediately due and payable.

The POA may at any time thereafter bring an action to foreclose the lien against any one or more of the properties encumbered thereby, and a suit on the personal obligation of the Member, and of each Owner, or the Club Owner, as the case may be. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided, late fees, and attorneys' fees incurred by the POA, together with the costs of the action.

8. DECLARATION AMENDMENT #8 – to Article 6, Section 6.7.1 of the Declaration, as follows:

ARTICLE 6
Assessments and Liens

*** (sections 6.1 – 6.7 unchanged) ***

6.7.1 Any fine levied against an Owner by the POA as a result of the Owner's violation of this Declaration, the Articles of Incorporation, the By-Laws, or any rules or regulations duly promulgated by the Board of Directors of the POA, which shall remain unpaid for thirty (30) days after the receipt of written notice thereof, shall be delinquent, and, to the extent the fine equals or exceeds \$1,000.00, shall be collectible in the same manner as a non-payment of Assessments, as provided in Paragraph 6.7. The POA may impose fines in the amount of \$100.00 per violation, or for each day of a continuing violation, not to exceed \$2,500.00 in the aggregate for the same violation.

9. DECLARATION AMENDMENT #9 – to Article 7 of the Declaration, as follows:

ARTICLE 7
Maintenance of Property

~~7.7 The Gatehouse. The POA shall maintain the Gatehouse as hereafter provided. The POA shall not staff the Gatehouse unless the manner, staffing and hours of operation of same are approved by a majority vote of the Adjacent owners, AS DEFINED HEREIN, paying for same. Once so approved, the manner, staffing and hours of operation of same may be changed from time to time by a majority vote of the Adjacent Owners. For purposes of such vote, each Adjacent Owner will have a number of votes equal to the percentage responsibility of the Adjacent Owner for the payment of the cost of staffing the Gatehouse. (For example: an Adjacent Owner paying 20% of the cost of staffing the Gatehouse will have 20 votes.) Notwithstanding the foregoing, one or more of the Adjacent Owners having less than a majority of the votes of all the Adjacent Owners will have the right to require the Gatehouse to be staffed if they~~

~~agree to pay all of the cost of same.~~

7.7.1 Adjacent Owner. As used in this Paragraph 7.7.1 and 7.7.2, the term "Adjacent Owner" includes the following entities, together with each Adjacent Owner's Share and number of votes:

(i) The Owner of the Aberdeen Golf and Country Club, Inc. Their Share as Adjacent Owner shall be 95% 75% (75 95 votes).

~~(ii) Transeastern, Inc., as Owner of the Property described as the Sales Center. Their Share as Adjacent Owner shall be 20% (20 votes).~~

~~(ii) (iii)~~ The Stratford at Aberdeen Condominium Association. Their Share as Adjacent Owner shall be 2.35% (2.35 votes).

~~(iii) (iv)~~ The Canterbury at Aberdeen Condominium Association. Their Share as Adjacent Owner shall be 2.65% (2.65 votes).

~~(v) Upon the sale or transfer of ownership by Transeastern of the Sales Center Property, the percentage share of the remaining Adjacent Owners shall be established by and between the Adjacent Owners and the POA upon the concurrence of all remaining Adjacent Owners and the POA, and without the need for an amendment to this Section.~~

7.7.2 Cost Assessment. Unless otherwise agreed by the unanimous approval of the Adjacent Owners, the POA's costs of maintenance of the Landscaped Areas ~~and maintenance and operation of the Gatehouse~~ shall be shared by the Adjacent Owners in the percentages set forth above. These costs are referred to as the "Cost Assessments". The Cost Assessments shall be in addition to, and not in lieu of, all assessments charged by the POA pursuant to the Declaration, including costs for maintenance of Aberdeen Drive. The POA shall invoice the Adjacent Owners each month for their Cost Assessments. If any Cost Assessment is not paid on the day when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law, as same may be amended from time to time, from the day when due until paid. (In the absence of such law, at such interest rates as determined by the Board of Directors of the POA from time to time) Additionally, the POA may impose an administrative late fee in the maximum amount allowed by law, as same may be amended from time to time (or in the absence of such law, in such amount as the Board of Directors of the POA may decide from time to time). Each Adjacent Owner's Cost Assessment, together with interest thereon, any late fees, and the costs of collection thereof, including attorney's fees, shall be a continuing lien against all property owned or governed by such Adjacent Owner. The POA shall also record a claim of lien in the Public Records of Palm Beach County against all property owned or governed by a defaulting Adjacent Owner, setting forth the amount of such Adjacent Owner's respective share of the unpaid Cost Assessment, the rate of interest due thereon, any late fees imposed by the POA, and the cost of collection thereof. If any Cost Assessment or any installment thereof shall not be paid within thirty (30) days following the date when due, the POA may at any time thereafter bring an action to foreclose the lien against any one or more of the properties encumbered thereby. There shall be added to the amount of the defaulting Adjacent Owner's Share of the Cost Assessment the cost of such

action, including attorney's fees and, in the event a judgment is obtained, such judgment shall include interest on the defaulting Adjacent Owner's respective Share of the Cost Assessment as provided above along with any late fees imposed by the POA.

10. DECLARATION AMENDMENT #10 – to Article 8, Section 8.3.4 of the Declaration, as follows:

ARTICLE 8
Architectural Controls

* * * (sections 8.1 – 8.3.3 unchanged) * * *

8.3.4 If any improvement shall be constructed or altered without the prior approval of the ARB or not in conformity with the plans approved by the ARB, the Owner thereof shall upon demand of the POA cause such improvement to be removed or restored to comply with the plans and specifications as originally approved by the ARB, or if no submission was made to the ARB, to permanently remove such improvement or otherwise modify the improvement to meet ARB requirements (if the ARB ultimately approves the improvement after the fact). If the Owner fails to remove the unauthorized improvement and/or to restore the Owner's property to its prior condition within thirty (30) days of the POA's demand, the POA, after fifteen (15) days additional written notice to the Owner, may enter onto the Owner's property to remove the unauthorized improvement and/or to restore the property to its prior condition. The Owner shall be liable for the payment of all costs of removal or restoration or compliance, including all attorney's fees and costs incurred by the POA. The POA may assess the Owner and the Owner's parcel for all costs incurred by the POA in effectuating such removal, restoration or compliance, and the POA shall have a continuing lien against the Owner's parcel to secure repayment of such costs, and the POA may enforce and foreclose such lien in the same manner as if the lien were for unpaid Assessments, as provided in this Declaration.

11. DECLARATION AMENDMENT #11 - to Article 12, Section 12.1.3 of the Declaration, as follows:

ARTICLE 12
General Provisions

* * * (sections 12.1 – 12.1.2 unchanged) * * *

12.1.3 An amendment to this Declaration requires the approval of two-thirds (2/3) vote of the entire Board of Directors (cast in the manner provided in Article VI, Section 2 of the Bylaws) of the Members present and voting at a duly called meeting of the Board of Directors of the POA at which a quorum exists. An amendment shall take effect upon its recording in the public records of Palm Beach County, Florida.

12. DECLARATION AMENDMENT #12 - to Article 12, Section 12.6 of the Declaration, as follows:

ARTICLE 12
General Provisions

***** (sections 12.1 – 12.5 unchanged) *****

~~12.6 Notice to Mortgagees. Upon written request to the POA identifying the name and address of the Mortgagee, insurer or guarantor and the Residential Unit number or address, any Mortgage, insurer or guarantor shall be entitled to receive timely written notice of the following:~~

~~12.6.1 Any condemnation or casualty loss that affects either a material portion of the Properties or the Residential unit on which the Mortgagee holds a mortgage.~~

~~12.6.2 Any sixty (60) day delinquency in the payment of Assessments or charges or fines owned by the Owner of any Residential Unit on which the Mortgagee holds a mortgage.~~

~~12.6.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the POA.~~

B. Amendments to the Bylaws:

1. BYLAW AMENDMENT #1 - to Article I, Section 2 of the Bylaws, as follows:

ARTICLE I
Identity

***** (section 1 unchanged) *****

Section 2. The principal office of the POA shall be the office of whatever management company is providing service to the POA or as otherwise designated by the POA's Board of Directors from time to time is c/o Phoenix Management, Inc., 3082 Jog Road, Lake Worth, Florida 33467.

2. BYLAW AMENDMENT #2 - to Article III, Section 1.D. of the Bylaws, as follows:

ARTICLE III
Directors and Officers

Section 1. Directors.

***** (subsections A. – C. unchanged) *****

D. All Directors and Officers of POA must be Owners, except those Directors appointed by Transeastern, Inc.

3. BYLAW AMENDMENT #3 - to Article III, Section 1.C. of the Bylaws, as follows:

ARTICLE III
Directors and Officers

Section 1. Directors.

* * * (subsections A. and B. unchanged) * * *

C. Each duly constituted Board shall elect its Officers at the annual meeting. Election shall be by majority vote. The Officers shall serve for two year terms.

4. BYLAW AMENDMENT #4 - to Article III, Section 3.D. of the Bylaws, as follows:

ARTICLE III
Directors and Officers

* * * (sections 1 – 2 unchanged) * * *

Section 3. Resignation, Vacancy, Removal.

* * * (subsections A. – C. unchanged) * * *

~~D. Status of Developers: The Developers Transeastern, Inc. ("Transeastern"), MI Homes, Inc. ("MI Homes"), and Oriole Homes, Inc. ("Oriole"), their successors and assigns, shall be deemed to be a sub Association for the purpose of appointing or replacing members of the POA Board of Directors only for so long as said Developers qualify as Members of the POA as provided for in the Declaration, the Articles of Incorporation and these Bylaws.~~

5. BYLAW AMENDMENT #5 - to Article III, Section 4 of the Bylaws, as follows:

ARTICLE III
Directors and Officers

* * * (sections 1 – 3 unchanged) * * *

Section 4. Indemnification of Directors, Officers and ARB and other Committee Members. Every Director and Officer of the POA, and each member of the Architectural Review Board ("ARB") and all other duly authorized committee members shall be indemnified by the POA against all expenses and liability, including attorneys' fees, incurred by or imposed in connection with any proceeding to which they may be a party or in which they may become involved by reason of having been a Director, Officer or member of the ARB or other duly authorized committee, whether or not still a Director, Officer or member of the ARB or other duly authorized committee at the time such expenses are incurred, except in such cases where the Director, Officer or member of the ARB or other duly authorized committee is adjudged guilty of willful misfeasance or

malfeasance in the performance of their duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member of the ARB or other duly authorized committee seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the POA. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member of the ARB or other duly authorized committee may be entitled. In order to effectuate its ability to provide such indemnification and reimbursement, the POA shall purchase and maintain Directors & Officers' insurance, to cover all such Directors, Officers and members of the ARB or other duly authorized committee.

6. BYLAW AMENDMENT #6 - to Article VI, Sections 1 and 2 of the Bylaws, as follows:

ARTICLE VI
Membership and Voting

Section 1. Qualification for Membership. Each sub-Association shall automatically become a Member of the POA upon its incorporation with the Florida Secretary of State. Membership is mandatory, and may not be terminated by the sub-Association. ~~For membership purposes, Transeastern, Inc. shall be considered a sub-Association with respect to those Parcels which it owns and which are not subject to another sub-Association.~~

Section 2. Voting. Each sub-Association shall have one (1) vote for each Parcel subject to its control, which votes shall be cast by that Director of the POA Board of Directors appointed by the particular Homeowners Association. Each Homeowners Association shall file with the Secretary of the POA a written notice designating the person who shall represent them as a Director on the POA Board, and who shall be authorized to cast their votes. By written notice, an alternate Director shall be appointed, authorized to act and vote in the absence of the primary designee. In the absence of such written designations, the sub-Association shall not be entitled to vote on matters coming before the Board of Directors. ~~Transeastern, Inc. shall be entitled to cast that number of votes set forth in the Declaration.~~ The Club Owner shall have one (1) vote for every fifty (50) resident equity memberships closed and sold. All votes must be cast in person by the Director or the Alternate Director. All decisions of the POA Board shall be by majority vote of the Directors, including Alternate Directors as applicable, present at a meeting at which a quorum exists, except as otherwise provided for herein, in the Articles or the Declaration.

7. BYLAW AMENDMENT #7 - to Article VII, Sections 2 and 3, and to Article VIII, Sections 1 and 2, of the Bylaws, as follows:

ARTICLE VII
Meetings of Directors

* * * (section 1 unchanged) * * *

Section 2. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such place as they may designate, which schedule of meetings must be noticed to each Member (by serving or mailing a copy thereof to each sub-Association and to each Director serving on the Board) at least two (2) days prior to the first regularly scheduled Board meeting. Regular meetings may be held thereafter without additional notice.

Section 3. Special Meeting. Special meetings of the Directors may be called by the President, by written notice to each Member stating the time, place and object of such meeting, served upon or mailed to each Member (by serving or mailing a copy of such notice to each sub-Association and to each Director serving on the Board) at least five (5) two (2) days, and no more than sixty (60) days, prior to such meeting.

* * *

ARTICLE VIII

Notice of Meetings

Section 1. Annual Meeting. Written notice of the annual meeting of Directors shall be served upon or mailed to each Member entitled to notice at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member (by serving or mailing a copy of such notice to each sub-Association and to each Director serving on the Board) at its address as it appears on the books of the POA. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member (by serving or mailing a copy of such notice to each sub-Association and to each Director serving on the Board) at least five (5) two (2) days, and no more than sixty (60) days, prior to such meeting.

8. **BYLAW AMENDMENT #8 - to Article VII, Section 4 and Article VIII, Section 3 of the Bylaws as follows:**

ARTICLE VII

Meetings of Directors

* * *

Section 4. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings ~~or acting by written agreement without meetings.~~

ARTICLE VIII

Notice of Meetings

* * *

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings ~~or acting by written agreement without meetings.~~

9. **BYLAW AMENDMENT #9 - to Article XIII of the Bylaws, as follows:**

ARTICLE XIII
Violations and Defaults

* * *

The POA shall have the right to levy reasonable fines, not to exceed \$100 per violation, or for each day of a continuing violation, against any Member or Owner, pursuant to the provisions set forth in §720.305 ~~§617.305~~, Florida Statutes, as amended from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$2,500.00 ~~\$4,000~~ in the aggregate for the same violation.

10. **BYLAW AMENDMENT #10 – to Article XIV of the Bylaws, as follows:**

ARTICLE XIV
Amendment of By-Laws

These By-Laws may be amended, altered or rescinded upon the approval of a Two-Thirds (2/3rds) vote of the entire Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws, as amended, conflict with the terms of the Declaration or the Articles of Incorporation.