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EXHIBIT A

AMENDMENT TO THE BYLAWS OF
WATERFORD AT ABERDEEN ASSOCIATION, INC.

Article III, Section 1C., of the Bylaws is hereby amended to read as follows (New text is underlined; deleted text is ~~stricken through~~):

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) Members, using such procedures as the Board may establish. The Nominating Committee shall nominate at least one person for each vacancy to be filled at that annual meeting, and each Board member shall be provided with a list of the nominations at least one (1) day prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

This instrument prepared by:

David A. Core, Esquire

Will Call Box 110

ST. JOHN, DICKER & CAPLAN

500 Australian Avenue So., Suite 600

West Palm Beach, Florida 33401

(561) 655-8994

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WATERFORD AT ABERDEEN ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted by the members as an Amendment to the Declaration of Covenants and Restrictions for Waterford at Aberdeen. The original Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in the public records of Palm Beach County at Official Records Book 5860, Page 1078.

DATED this 15th day of September, 2000.

As to witnesses:

WATERFORD AT ABERDEEN ASSOCIATION, INC.

Kimberly L. Danzig
Witness

By: Daniel Issenberg
Daniel Issenberg, President

Steven Ackerman
Witness

Attest: Steven Ackerman
Steven Ackerman, Secretary

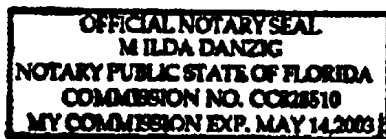
(Seal)

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Daniel Issenberg, the President, and Steven Ackerman, the Secretary, of Waterford at Aberdeen Association, Inc., who produced N/A and as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 15th day of September, 2000.

(SEAL)



Milda Danzig
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

**PROPOSED AMENDMENT TO
THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WATERFORD AT ABERDEEN**

The original Declaration of Covenants and Restrictions for Waterford at Aberdeen, is recorded in Official Records Book 5860, Page 1078, et seq., of the Public Records of Palm Beach County, Florida.

(As used herein, words underlined are added and words ~~stricken through~~ are deleted)

**PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR WATERFORD AT ABERDEEN**

Proposed Amendment to Article 6.8 of the Declaration of Covenants and Restrictions for Waterford at Aberdeen. Article 6.8 of the Declaration is amended to read as follows:

6.8 Effect of Non-Payment of Assessment. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an 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 (and in the absence of such law, at such interest rate as the Board of Directors of the Association may decide from time to time) from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees and late fees, shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made and shall also be the continuing personal obligation of the Owner thereof; provided however, that such personal obligation shall not pass to a successor in title to a Lot unless assumed by such successor in title. The Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid Assessment, the rate of interest due thereon and the costs of collection thereof. If any Assessment or any installment thereof shall not be paid within (30) days following the due date, the Association may impose a monthly, cumulative late fee of fifty dollars (\$50.00) against the Lot, beginning from the due date, for each month that the Assessment installment is not paid. This late fee shall be in addition to interest, costs and attorneys' fees authorized by the Declaration or the Bylaws. In addition to the late fee, the Association may declare the entire annual

EXHIBIT "A"

Page 1

unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorney's fees. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees and late fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and costs, including attorneys' fees, incurred by the Association. Any successor in title to a Lot shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

-END OF AMENDMENT-

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EXHIBIT "A"

Page 2

This instrument prepared by:

David A. Core, Esquire

Will Call Box 110

ST. JOHN, CORE, FIORE & LEMME, P.A.

500 Australian Avenue So., Suite 600

West Palm Beach, Florida 33401

(561) 655-8994



12/01/2001 11:27:44 20010529717

OR BK 13139 PG 0847

Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF WATERFORD AT ABERDEEN ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated By-Laws attached as Exhibit "1" to this Certificate were duly adopted as Amended and Restated By-Laws of Waterford at Aberdeen Association, Inc. The original amended Declaration of Covenants and Restrictions for Waterford at Aberdeen Association, Inc., is recorded in Official Records Book 5860, Page 1078, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 28 day of NOVEMBER, 2001

As to witnesses:

[Signature]
Witness

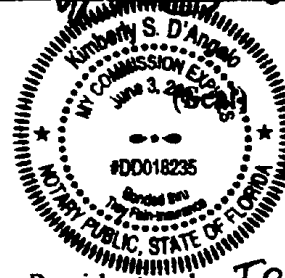
[Signature]
Witness

WATERFORD AT ABERDEEN ASSOCIATION, INC.

By: [Signature]
Daniel Issenberg, President

Attest: [Signature]

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)



BEFORE ME personally appeared Daniel Issenberg, the President and TREASURER, on behalf of Waterford at Aberdeen Association, Inc., who (produced _____ and _____ as identification or) are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as officers of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 28th day of November, 2001.

(SEAL)

[Signature]
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

AMENDED AND RESTATED

BY-LAWS

OF

WATERFORD AT ABERDEEN

ASSOCIATION, INC.

A Not-for-Profit Corporation Under
the Laws of the State of Florida

ARTICLE I

IDENTITY

WATERFORD AT ABERDEEN ASSOCIATION, INC , hereinafter referred to as the "Corporation" or "Association"

Section 1. The initial principal office of the Corporation is c/o GRS Management Associates, Inc., 3900 Woodlake Boulevard, Suite 201, Lake Worth, Florida 33463

Section 2. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows

Section 3. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Waterford at Aberdeen, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein

ARTICLE II

PURPOSES

The Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use convenience and enjoyment of its Members as it may deem proper.

ARTICLE III

DIRECTORS AND OFFICERS

Section 1. Fiduciary Responsibility. All Directors and Officers shall have a fiduciary relationship to the members of the Association.

Section 2. Directors

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members. Board members shall be elected for three (3) years with one third (1/3) being elected each year as nearly as practicable.

B. At each annual meeting the vacancies on the Board shall be filled by election by the members of the Association.

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) Members, using such procedures as the Board may establish. The Nominating Committee shall nominate at least one person for each vacancy to be filled at that annual meeting. Should more than one qualified Candidate be available for any vacancy, the Committee may at its discretion designate recommended individuals, but shall report to the Members in a uniform manner the existence of all potential Candidates. All members of the Association shall be provided with a list of the nominations at least ten (10) days prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the valid votes cast. Each person voting shall be required to cast votes for each of as many nominees as there are vacancies to be filled.

D. There shall be no cumulative voting.

E. The organizational meeting of the Board of Directors shall be held within ten (10) days of the annual meeting.

F. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

G. All directors and officers must be Members of the Association.

Section 3. Officers.

The executive officers of the Association shall be: President, Vice President, Secretary, Treasurer, Representative to the Master Association, and such other officers as the Board of Directors may appoint. All officers shall serve for terms of one (1) year.

Section 4. Resignation. Vacancy. Removal.

A. Resignation: Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person who shall serve until the next annual meeting of Members.

C. Officer Vacancy: When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

D. Removal: Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director may be removed with or without cause, and for any reason, upon a petition in writing by a majority of the Members of the Association approved at a meeting of the Members called at least in part for this purpose, by a two-thirds (2/3) vote of the membership. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of Members, and notice shall be given to all Members of such special meeting of the Members at least ten (10) days prior to such meeting in the manner provided in these By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard.

Missing three consecutive meetings of the Annual ten (10) scheduled meetings shall be cause for removal.

Section 5. Indemnification of Directors, Officers and Committee Members

Every Director, Officer, and Committee Member of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his being or having been a Director, Officer or Committee Member of the Association in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation"), and the Declaration

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law, the powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Lots, as provided for in the Declaration.
3. The power to expend monies collected for the purpose of paying the Common Expenses of the Association
4. The power to purchase equipment, supplies and materials required for the maintenance, repair, replacement, operation and management of the Common Property, the Lake Easements, that portion of the Lots outside the Units and that portion of the exterior of the Units and landscaping on each Lot, specifically described in the Declaration.
5. The power to insure and keep insured the buildings and Improvements of the Association and other Improvements within the Property, as provided in the Declaration
6. The power to employ the personnel required for the operation of the Association and the Common Property and the Lake Easements
7. The power to pay utility bills for utilities serving the Common Property
8. The power to contract for the management of the Association and to delegate to its contractor as manager, all of the powers and duties of the Association, except those matters which must be approved by Members.

- 9 The power to make reasonable rules and regulations and to amend them from time to time
- 10 The power to improve the Common Property, subject to the limitations of the Declaration
- 11 The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations promulgated by the Association
- 12 The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations
- 13 The power to pay all taxes and assessments which are liens against the Common Property.
- 14 The power to control and regulate the use of the Common Property by the Owners, and to promote and assist adequate and proper maintenance of that property.
- 15 The power to borrow money and the power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws
- 16 The power to acquire real and personal property for the benefit and use of its Members and to dispose of the property in accordance with the Declaration and the Articles of Incorporation
- 17 The power to enter into a long term contract with any person, firm, corporation or real estate management or maintenance agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Property, the Lake Easements, that portion of the Lots outside of the Unit, and the exterior of the Units, as more fully described in the Declaration, and of any facilities on lease to the Association or otherwise provided for the Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing or maintenance agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, as a Common Expense, unless the contract provides to the contrary

18. The power to establish additional officers and/or directors of this Association and to appoint all officers, except as otherwise provided herein.

19. The power to appoint such committees as the Board of Directors may deem appropriate. Any resident of Waterford shall be eligible for appointment.

20. The power to establish and maintain a reserve fund, in accordance with the provisions of the Declaration.

21. The power to deal with the Master Association on all matters which affect the Property, the Members, the Owners, or the Association.

22. The power to bring suit and to litigate on behalf of the Association, and the Members and the Owners; provided, however, that except as specifically set forth in this Paragraph 22, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the Owners without the express prior written consent of at least sixty-six percent (66%) of the Members. The above restrictions shall not apply to suits or litigation on behalf of the Association to collect Assessments, enforce liens, bring injunctive action or otherwise enforce the Articles of Incorporation, the By-Laws, the Declaration, the rules and regulations or the Traffic Regulations promulgated by the Association, nor shall this restriction apply to the Association's defense of any suits or litigation brought against the Association.

23. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall:

A. Act as presiding officer at all meetings of Members of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D Perform all acts and duties usually required of a chief executive to insure that all orders and resolutions of the Board of Directors are carried out

E. Act as ex-officio member of all committees, and render an annual report at the annual meeting of Members

Section 2 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3 Secretary. The Secretary shall have the following duties and responsibilities

A Attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done

B Have custody of the corporate seal and affix the same when necessary and required

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books, and receive all applications for membership

D Perform such other duties as the Board of Directors may determine and on all occasions in the execution of the Secretary's duties, act under the superintendence, control and direction of the Board of Directors

E. Have custody of a minute book of the meetings of the Board of Directors and Members, and act as transfer agent of the corporate books

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the membership and of the Board of Directors

B. Receive such monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited.

C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association

from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board of Directors for its consideration

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association as a Common Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors

Section 5 Representative to Master Association. The Representative to the Master Association shall:

A Attend all meetings of the membership and of the Board of Directors

B. Represent the Association on the Board of Directors of the Master Association and exercise the votes of the Association in the Master Association pursuant to the Master Declaration and the by-laws of the Master Association. Such representation and exercise of votes shall be as expressly directed by the Board of Directors of the Association

ARTICLE VI

MEMBERSHIP AND VOTING

Section 1 Qualification for Membership The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the public records of Palm Beach County, Florida. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation, shall be a member of the Association

Section 2. Voting. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. Votes may be exercised or cast by a Member in person or by proxy. Proxies may be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until the Secretary shall have received a written revocation of such proxy executed by the grantor of such proxy, or until the death or legal incompetence of the grantor. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote of such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any

such lot. With respect to each Lot owned by other than a natural person or persons or with respect to each Lot owned by more than one person, the Owner(s) shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner(s). In the absence of such designation, the Owner(s) shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner(s) at a meeting be considered in determining whether a quorum requirement has been met. If a Lot shall be owned by a husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VII

MEETINGS

Section 1. Meeting of Members

A. **Place of Meetings:** All meetings of the Association shall be held at the office of the Association, or may be held at such time and place in Palm Beach County, Florida, as shall be stated in the notice thereof.

B. **Annual Meetings:** Annual Members' meetings shall be held upon such date as shall be selected by the Board of Directors, in its discretion, in each calendar year. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of Directors and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

C. **Special Meetings:** Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Members of the Association holding a majority of the total votes of the membership. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice of the meeting.

D. **Quorum:** A quorum for the transaction of business at the annual meeting or any special meeting shall consist of thirty percent (30%) of the total votes of the membership, being present either in person or by proxy, but the Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

E. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the Members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable statute provides otherwise.

Section 2. Directors' Meetings; Committee Meetings.

A. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notices of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

B. Special Meetings: Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

C. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. Any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

D. Joinder: The joinder of a Director in an action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

E. Written Action: Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

F. Presiding Officer: In the absence of the presiding officer, the directors present shall designate one of their number to preside.

G. **Telephone meeting:** Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members

H. **Order of Business** The order of business at Directors' meetings shall be as determined by the Board of Directors.

I. **Balloting:** Directors may not vote by proxy or by secret ballot at Board meetings except that secret ballots may be used in the election of officers.

J. **Assessment and Manner of Collection** The Board of Directors shall have the power to levy and enforce Assessments against Lots and Owners as set forth in the Declaration. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessment.

K. **Committee Meetings:** The above also applies to the meetings of any committee or other similar body, where a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community

ARTICLE VIII

NOTICE OF MEMBERS' MEETINGS

Section 1. **Annual Meeting.** Written notice of the annual meeting of Members 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 at its address as it appears on the books of the Association. 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 Members stating the time, place and object of such meeting shall be served upon or mailed to each Member at least five (5) days, and no more than sixty (60) days, prior to such meeting.

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

Section 4. **Mortgagees.** Mortgagees shall be entitled to receive financial statements of the Association upon written request therefor to the Association

ARTICLE IX

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Association or with the Statutes of the State of Florida.

ARTICLE X

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts in Palm Beach County, Florida, as may be selected by the Board of Directors, including checking and Savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U S Treasury Bills and money market accounts with an investment firm or firms, all in accordance with the resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Reserve Accounts. The Association shall establish and maintain an adequate reserve account for roof repairs for the Units, painting of the Units, including garages, and asphalt resurfacing of the Common Property. Payments to the reserve account and other incidental expenses incurred by the Association in administering and carrying out of the provisions of this Section 3 shall be a Common Expense.

Section 4. Fidelity Bonds. The Association shall purchase blanket fidelity bonds for all officers and employees of the Association for all officers and employees of the Association and for any management agent, who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

- a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.
- b) The premiums for such bonds shall be paid by the Association as a Common Expense.

c) The fidelity bonds shall cover the maximum funds that will be in the custody of an officer or employee of the Association, or a management agent who controls or disburses funds of the Association, or any contractor handling or responsible for Association funds, at any time while the bonds are in force. Additionally, coverage of the fidelity bonds must be no less than the sum of three (3) months Assessments on all the Lots, plus the funds in the Association's reserve account.

d) Each bond shall include a provision requiring ten (10) days written notice to the Association or the Association's insurance trustee before the bond can be canceled or substantially modified for any reason.

Section 5 Official Records. The Association shall maintain each of the following items when applicable, which constitute the official records of the Association and which shall be available for inspection or copying by the Members within ten (10) business days of the request:

A Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace.

B A copy of the By-Laws of the Association and of each amendment to the By-Laws.

C A copy of the Articles of Incorporation of the Association and of each amendment thereto.

D A copy of the Declaration of Covenants and a copy of each amendment thereto.

E A copy of the current rules of the homeowners' Association.

F The minutes of all meeting of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

G A current roster of all members and their mailing addresses and parcel identifications.

H All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

I A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, leases, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

J. The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include

1 Accurate, itemized, and detailed records of all receipts and expenditures

2 A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

3 All tax returns, financial statements, and financial reports of the Association

4 Any other records that identify, measure, record, or communicate financial information

Section 6 Annual Statement The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant

Section 7 Insurance The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interests of the Association, the Members and the Mortgagees.

Section 8 Expenses The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 9. Budget The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices

ARTICLE XI

RULES AND REGULATIONS AND TRAFFIC REGULATIONS

The Board of directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Property and Traffic Regulations governing the use of the Streets, provided that the rules and regulations and Traffic Regulations shall be equally applicable to all Members and uniform in application and effect.

ARTICLE XIIVIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the rules and regulations or Traffic Regulations adopted by the Association or the Articles of Incorporation, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a special assessment for non-compliance, as provided in the Declaration, the right to injunctive relief, and, in the event of a failure to pay Assessments or to abide by the architectural restrictions of the Declaration and the Master Declaration; and in every such proceeding, the Owner at fault shall be liable for court costs and the Association's attorneys' fees, including such costs and attorneys' fees on appeal. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorneys' fees.

ARTICLE XIIIAMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. Any Member of the Association may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting. Any attempt to amend, alter, modify or rescind contrary to these prohibitions shall be of no force and effect.

ARTICLE XIVVALIDITY

If any By-Law, rule, regulation or Traffic Regulation shall be adjudged invalid, such fact shall not effect the validity of any other By-Law, rule or regulation or Traffic Regulation.

ARTICLE XVCONSTRUCTION

These By-Laws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: the Declaration, the Articles of Incorporation

and the By-Laws.

The foregoing were adopted as the By-Laws of WATERFORD AT ABERDEEN ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, at the meeting of the Board of Directors on the 20 day of NOVEMBER, 2001

WATERFORD AT ABERDEEN
ASSOCIATION, INC.

By Daniel Issenberg
DANIEL ISSENBERG President

ATTEST:

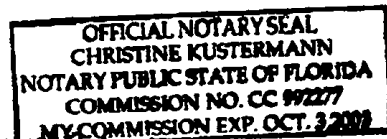
Steven Ackerman
STEVEN ACKERMAN Secretary



A WATERFORD BY1

Acknowledge above signatures
of Daniel Issenberg and Steven Ackerman
on November 23, 2001 in the State
of Florida in the City of West Palm
Beach.

Christine Kustermann





This instrument prepared by:
 David A. Core, Esquire
 Will Call Box 110
 ST. JOHN, CORE, FIORE & LEMML, P.A.
 500 Australian Avenue So., Suite 600
 West Palm Beach, Florida 33401
 (561) 655-8994

01/25/2002 15:51:39 20020045933
 OR BK 13347 PG 0760
 Palm Beach County, Florida
 Dorothy H. Wilken, Clerk

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR WATERFORD AT ABERDEEN ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated Declaration of Covenants and Restrictions attached as Exhibit "1" to this Certificate were duly adopted by the members as amendments to the Declaration of Covenants and Restrictions for Waterford at Aberdeen Association, Inc., by written consent in lieu of a meeting pursuant to §617.0701(4)(a), Florida Statutes. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 5860, Page 1078, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 24th day of JANUARY, 2002.

As to witnesses:

WATERFORD AT ABERDEEN ASSOCIATION, INC.

[Signature]
 Witness

By: [Signature]
 Daniel Issenberg, President

[Signature]
 Witness

Attest: [Signature]
 TREASURER

(Seal)

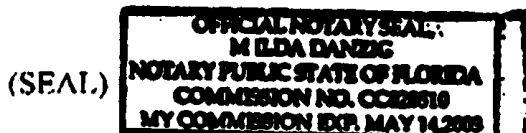
STATE OF FLORIDA

)
) ss Raynton Beach
)

COUNTY OF PALM BEACH

BEFORE ME personally appeared Daniel Issenberg, the President and DAVID BERGRIN on behalf of Waterford at Aberdeen Association, Inc., who (produced DRIVER'S LICENSE and _____ as identification or) are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as officers of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 24th day of JANUARY, 2002.



[Signature]
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

This instrument should be returned to:
David A. Core, Esq.
St. John, Core, Fiore & Lemme, P.A.
500 Australian Avenue South, Suite 600
West Palm Beach, Florida 33401
Will Call Box 110



01/25/2002 15:51:39 20020045934
OR BK 13347 PG 0761
Palm Beach County, Florida

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WATERFORD AT ABERDEEN

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 4th day of January, 2002, by WATERFORD HOMEOWNERS ASSOCIATION ("Waterford HOA").

WITNESSETH:

WHEREAS, Waterford HOA wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, Assessments, charges, liens, and other provisions hereinafter set forth.

NOW, THEREFORE, Waterford HOA hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, Assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE I

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

1.1 "Aberdeen" shall mean and refer to all real property subject to the Aberdeen Planned Unit Development, formerly known as Parkwalk Planned Unit Development, created pursuant to County Resolutions Numbers R-73-811, R-80-1242 and R-800-1243, within which the Property is located.

1.2 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent community of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property and other properties subject to the control of the Master Association.

1.3 "Assessments" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes and subject to the terms set forth herein.

1.4 "Association" shall mean and refer to WATERFORD AT ABERDEEN ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

1.5 "Club" shall mean and refer to Aberdeen Golf and Country Club.

1.6 "Club Facilities" shall mean and refer to the golf course and such other properties, improvements and related amenities located in Aberdeen P.U.D. (as defined in the Master Declaration) and Aberdeen P.C.D. (as defined in the Master Declaration) and owned by the Club Owner.

1.7 "Club Owner" shall mean and refer to Aberdeen Golf and Country Club, Inc., a Florida not for profit corporation, its successors and assigns.

1.8 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.9 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated or reserved to the Association on the recorded subdivision plats of the Property, or conveyed to the Association by deed, and any personal property acquired by the Association.

1.10 "County" shall mean and refer to Palm Beach County, Florida.

1.11 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as may be amended from time to time.

1.12 "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking or building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, pool, tennis court, patio, landscaping, or landscape device or object.

1.13 "Limited Common Property" shall mean and refer to such portions of the Common Property as are intended for the exclusive use (subject to the rights of the County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure serving the Lot which may be located on the Common Property, as designated by the Developer. Unless otherwise provided, specifically to the contrary, reference to the Common Property shall include the Limited Common Property.

1.14 "Lot" shall mean and refer to a tract of real property designated as a residential building lot on any plat of the Property, whether improved or unimproved.

1.15 "Master Association" shall mean and refer to ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

1.16 "Master Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions For Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, dated June 17, 1983, and recorded in Official Record Book 3970, page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Unit Commercial Development, Public Records of Palm Beach County, Florida, and any amendments thereto recorded or to be recorded in the Public Records of Palm Beach County, Florida.

1.17 "Master Plan" shall mean and refer to that certain Revised Master Plan for Aberdeen, which is filed under the name Parkwalk and marked Exhibit No. 26 in the Official Zoning File of ABERDEEN, in the Office of the County Department of Planning, Zoning and building, approved July 13, 1982 and as amended from time to time.

1.18 "Member" shall mean and refer to a member of the Association and used throughout this Declaration as synonymous with the term "Owner" and said terms are used herein interchangeably.

1.19 "Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a Lot or any portion of the Property, including any of the following institutions: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state building and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved

by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida, (h) any agency of the United States Government, (i) or Developer.

1.20 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure and is used throughout this Declaration, the term "Owner" is synonymous with the term "Member" and said terms are used herein interchangeably.

1.21 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, and any other real property which may from time to time be made subject to this Declaration in the manner provided in Article 2 hereof.

1.22 "Street" shall mean and refer to any street, highway or other thoroughfare within Waterford at Aberdeen and which is a part of the Common Property, whether same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

1.23 "Traffic Regulations" shall mean and refer to the speed limits and traffic regulations which may be promulgated by the Association for use on the Streets and the "no parking" signs which may be posted by the Association throughout Waterford at Aberdeen pursuant to Section 4.5 of this Declaration.

1.24 "Annual Meeting" shall mean and refer to the special meeting of the Members for the purpose of electing officers and directors pursuant to Section 3.3 hereof.

1.25 "Unit" shall mean and refer to a residential dwelling construction on a lot, for which a Certificate of Occupancy or Completion has been issued, and shall include the garage and courtyard attached to the dwelling.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

Existing Property. The initial Property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property described in Exhibit "A" attached hereto.

ARTICLE 3

WATERFORD AT ABERDEEN ASSOCIATION, INC.

3.1 Formation. The Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to own, operate and maintain the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-laws, the Association shall have all of the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (1988) and Chapter 720 (Corporations Not-For-Profit).

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

3.3 Voting. The Association shall have one class of voting membership:

Members shall all be Owners. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons, the Owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration and provided further, that no amendment, alteration or rescission may be made

which affects the rights or privileges of any Mortgagee without the prior written approval of the Mortgagee so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations or Traffic Regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

ARTICLE 4

COMMON PROPERTY

4.1. Title to Common Property. Title to the Common Property shall remain vested in the Waterford HOA. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Property from and after the date of recordation of this Declaration. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved as Limited Common Property for the exclusive benefit and use of specific Owners.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members. Such interest may include fee simple or other absolute ownership interests.

leaseholds or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this section shall be Common Property.

4.3 Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent or through its own personnel, be responsible for the maintenance and repair of the Common Property, including without limitation that certain swimming pool and cabana which may be located on the Property and which is for the exclusive use and benefit of Members of the Association, their tenants, family and guests (the "Waterford at Aberdeen Pool and Cabana"), that portion of the Lots outside the Units, as hereinafter set forth, and the exterior of the Units as hereinafter set forth. In addition, pursuant to a maintenance agreement entered or to be entered into with the Master Association (the "Lake Maintenance Agreement") the Association shall maintain the twenty (20) or twenty-five (25) foot perimeter areas (the "Lake Easements"), around the lakes within the Property, which area is identified as a Water Management Maintenance Easement and is dedicated or reserved to the Master Association on any of the recorded plats of the Property. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

- 4.3.1 All roads within the Property which are dedicated or reserved to the Association on any plat of any portion of the Property or conveyed by deed to the Association.
- 4.3.2 All parking lots and guest parking spaces within the Property.
- 4.3.3 All landscaping of the Common Property, including without limitation, all sodding, irrigation and the planting and care of trees and shrubbery.
- 4.3.4 That portion of the Lots outside of the Units and the exterior of the Units, as hereinafter set forth.

4.3.5 The Waterford at Aberdeen Pool and Cabana.

4.3.6 The Lake Easements.

4.3.7 The gate house and entry gate located on the Common Property.

4.4 Rules and Regulations Governing Use of Property. The Association, through its Board of Directors, shall regulate the use of the Property by Owners and may from time to time promulgate rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee without the prior written consent of such mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

4.5 Traffic Regulations. The Association, through its Board of Directors, shall have the right to post and promulgate Traffic Regulations throughout Waterford at Aberdeen for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members for inspection at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violations of the Traffic Regulations, including without limitation, the levy of fines for non-compliance, which shall be levied and collected pursuant to Article 6 of this Declaration, the removal of vehicles from the Property, and the suspensions of Owners' rights and easements of enjoyment provided herein. Upon request, but in no event later than thirty (30) days after the imposition of any remedy for violation of a Traffic Regulation, those who violate the Traffic Regulations shall be

entitled to a hearing before the Board of Directors and forty-eight (48) hours notice prior to the date of such hearing.

4.6 Owners' Easement of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to, and shall pass with the title to each Lot.

4.7 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.7.1 The right of the Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property.
- 4.7.2 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- 4.7.3. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration or any of the rules and regulations or the Traffic Regulations.
- 4.7.4 The right of the Association to maintain the Common property and other property described in Paragraph 4.3 of this Declaration.
- 4.7.5 The rules and regulations governing the use and enjoyment of the Property and the Traffic Regulations, as promulgated by the Association.
- 4.7.6 The right of the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

- 4.7.7 Restrictions, dedications and easements contained on any plat, or filed separately, with respect to all or any portion of the Property.
- 4.7.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and all rules and regulations and Traffic Regulations adopted by the Association, as same may be amended from time to time.
- 4.7.9 All of the provisions of the Master Declaration, and the Articles of Incorporation and By-Laws of the Master Association and all rules and regulations and traffic regulations adopted by the Master Association, as same may be amended from time to time.

4.8 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the circuit court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Property in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Property.

4.9 Plat. Any plat or replat of the Property subject to this Declaration must conform with the Master Plan as approved by the Board of County Commissioners of Palm Beach County as well as the applicable site plan as approved by the Site Plan Review Committee of the County.

ARTICLE T

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod, shall be placed or permitted to remain (unless installed by Developer), which may interfere with the installation and maintenance of underground utility facilities. The Association (or such other entity as indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded subdivision plats of the Property. Within these easements areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and the Master

Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

- 5.1.3 The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, the Master Association, employees and agents of the Association and the Master Association, and of any management or maintenance entity contracted by the Association or the Master Association, in order that such employees, agents or management or maintenance entity may carry out their duties (including, without limitation, maintenance of property and the provision of security services) and may have reasonable access to all property dedicated to the Association or the Master on the recorded plat(s) of the Property or conveyed to the Association or the Master Association by deed.
- 5.1.4 An easement is hereby granted to each Mortgagee for the purpose of access to the property subject to its mortgage.
- 5.1.5 As to all Lots upon which a "party wall", as defined in Section 10.1 hereof, is located, an easement is hereby granted upon the Lot for errors in construction of the party wall, minor inaccuracies in survey, and for movement of the party wall due to settling of the Improvements or otherwise.
- 5.1.6 An easement is hereby granted to members of the Club and their guests, and to the Club Owner and its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course located within Aberdeen and to permit the doing of every act necessary and incident to maintaining the Club Facilities. These acts shall include, but not be limited to, the recovery of golf

balls from Lots, the flight of golf balls over and upon the Lots, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining Club Facilities, together with all such other common and usual activities associated with the game of golf and with all the common and usual activities with the maintenance and operation of the Club Facilities.

5.2 Additional Easements. The Association and the Master Association shall have the right to grant additional easements, permits and licenses throughout the Property for utilities, cable television services, roads and for such other purposes as the Association and the Master Association may deem to be in the best interests of the Owners, or reasonably necessary or useful for the property maintenance or operation of the Property.

5.3 Restriction on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE 6

ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to collect Assessments as hereinafter set forth. All Assessments made by the Association shall be collected by the Association or such agent as shall be designated by the Association for collection of Assessments.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property and the Lake Easements, maintenance of that portion of the Lots outside of the Units and the exterior of the Units.

as hereinafter set forth, payment of amounts assessed by the Master Association, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property; payment of amounts assessed by the Master Association; property taxes and assessments against and insurance coverage for the Common Property; legal and accounting fees; maintenance of any streets dedicated or reserved to the Association; maintenance and repair of the Waterford at Aberdeen Pool and Cabana; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; maintenance of the reserve account required pursuant to the By-Laws of the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; maintenance of that portion of the Lots outside of the Units and the exterior of the Units, as hereinafter set forth; maintenance of the Lake Easements; the creation of reasonable reserves (the Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Property. The reserve fund shall be maintained from the General Assessments for Common Expenses, collected by the Association); and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation, enforcement and for the promotion of the safety and welfare of the Owners.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the periodic time involved therein and shall assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate to be determined by the Association, so that all Lots subject to a general Assessment shall be assessed

equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have authority to levy additional general Assessments to meet such needs. General Assessments shall be payable in advance on a monthly basis.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of property by the Association; the cost of construction of capital Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of the Common Property including the Waterford at Aberdeen Pool and Cabana or any capital Improvement, and including the necessary fixtures and personal property related thereto; including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each Director and Officer of the Association; and any other expenses included in the budget adopted annually by the Association. All Lots shall be assessed at a uniform rate. A special Assessment shall be collected in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Lot, it shall require the approval of the Members of the Association, to be obtained at 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 or by proxy.

6.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for

preventative, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency special Assessments shall be collected in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements to the Common Property, or any other property to be maintained by the Association, necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests, or for the cost of maintenance, repairs or replacements within or without the Lot, which the owner thereof has failed or refused to perform. The Association shall have the right to enter onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collected in such manner as the Board of Directors shall determine.

6.7 Fines for Non-Compliance. In addition to all other remedies provided in this Declaration, the Board of Directors, in accordance with the provisions set forth herein and Florida law, may levy a fines against an Owner for the failure of the Owner, his family, guests, invitees, or employees, to comply with any provision of this Declaration, or the Articles, By-Laws, rules and regulations or Traffic Regulations of the Association, provided that the following procedures are complied with:

- 6.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be ~~the~~ a date and time of a Meeting of the Compliance Committee of the Association, at which the Owner shall have the opportunity to present testimony, documentation or other information as to why the fine should not be imposed.
- 6.7.2 Hearing. The alleged non-compliance shall be presented to the ~~Board of Directors~~ Compliance Committee of the Association at the time and place provided in the Notice, at which meeting a hearing shall be conducted for the purposes of determining whether a violation has in fact occurred, and, if so, whether a fine should be imposed. No fine shall be imposed without notice of at least fourteen (14) days to the person sought to be fined of the opportunity for a hearing before the Compliance Committee.
- 6.7.3 Amount of Fine. The Board of Directors may impose the following ~~Special Assessment~~ fines against the Owner in the event the Compliance Committee determines, by majority vote, that a violation is found and the imposition of a fine is appropriate: No fine shall exceed \$100.00 per violation. Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. No fine shall exceed \$1,000.00, per violation, in the aggregate.
- 6.7.4 Due Date of Fine. A fine as provided in this Article shall be due and owing not later than thirty (30) days after the written decision of the Board of Directors is provided to the Owner. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

6.7.5 Compliance Committee. The Compliance Committee of the Association shall consist of at least 3 members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee.

6.7.6 Collection of Fines. The Association shall be entitled to enforce collection of fines from Owners in the same manner as the collection of delinquent assessments as provided in this Declaration, the Articles or the By-Laws. If any fine is not paid on the date when due, it shall become delinquent and shall bear interest at the maximum rate allowed by law. The Association shall have the right to record a lien against the Lot to secure payment of the fine, together with interest, and the costs of collection thereof, including reasonable attorney fees and late fees. The Association shall have the right to foreclose said lien as provided for by this Declaration.

6.8 Effect of Non-Payment of Assessment. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an 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 (and in the absence of such law, at such interest rate as the Board of Directors of the Association may decide from time to time) from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees and late fees, shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made and shall also be the continuing personal obligation of the Owner thereof; provided however, that such personal obligation shall not pass to a successor in title to a Lot unless assumed by such successor in title. The Association shall also record a claim of lien in the

Public Records of the County setting forth the amount of the unpaid Assessment, the rate of interest due thereon 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 Association may impose a monthly, cumulative late fee of fifty dollars (\$50.00) against the Lot, beginning from the due date, for each month that the Assessment installment is not paid. This late fee shall be in addition to interest, costs, and attorneys' fees authorized by the Declaration or the By-Laws. In addition to the late fee, the Association may declare the entire annual unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing said unpaid Assessments, costs and attorneys' fees. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees and late fees and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and costs, including attorneys' fees, incurred by the Association. Any successor in title to a Lot shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

6.9 Additional Assessments. The Assessments provided for herein shall be in addition to any other Assessments or charges which may be levied by the Master Association.

6.10 Certificate of Assessments. The Association shall prepare a roster of the Members, their respective Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members at reasonable business hours. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an

officer of the Association, setting forth whether the Owner's Assessments have been paid and the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.11 Subordination of Lien of Mortgages. Regardless of the effective date of the lien of any Assessment made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage or any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination.

6.12. Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.12.1 All property dedicated or reserved to or owned by the Association and the Master Association.

6.12.2 All property dedicated to or owned by the water management district, water control district or other party responsible for maintenance of the water management system within Aberdeen.

6.12.3 Any portion of the Property dedicated to the County.

6.12.4 Any portion of the Property exempted from and valorem taxation by the laws of the State of Florida.

6.13. Submission of Financial Report. The Association shall furnish all Mortgagees with copies of the financial statements of the Association, upon written request therefor to the Association.

6.14 Initial Capital Contribution. In addition to all of the foregoing Assessments, Owners shall also be required to pay, at the time of the closing of their Lots, a sum equal to two (2) months general Assessments, assessed against a Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one-time contribution to be made by the initial purchasers of Lots from Developer. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association and the Owners.

ARTICLE 7

MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Common Property, including without limitation, the Waterford at Aberdeen Pool and Cabana and other areas as set forth below.

7.1.1 The exterior of each Unit, including the roof and exterior walls of the dwelling and attached garage, the painting of the exterior surfaces, and the maintenance of the

landscaping on each Lot, (provided such landscaping was installed by the Developer), but not including doors, windows, screens, exterior fixtures, and mailboxes, which shall be maintained by the Owners.

7.1.2 In the event that any Owner fails to properly maintain any portion that the Owner is required to maintain, the Association shall have the right to make any repairs or replacements it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs or replacements.

7.1.3 The Lake Easements, which are to be maintained by the Association, in accordance with the provisions of this Declaration.

7.1.4 Notwithstanding any contrary provisions in this Declaration or in other governing documents of Waterford at Aberdeen, the responsibility for the pressure cleaning of the driveway of each Lot shall be the responsibility of the Association. The responsibility for all other maintenance, repair and replacement of the driveway or portion of the driveway shall be the responsibility of the Owner of each Lot. The Association Board will have sole discretion to determine when any driveway will be pressure cleaned.

7.2 Owner Responsibilities. The Owner of each Lot shall be responsible for maintenance of the interior areas of the Unit, including the garage, driveway, and the doors, windows, screens and exterior fixtures of the Unit, and the mailbox. The Owners of each Lot shall be responsible for the maintenance of any landscaping placed by the Owner on the Lot; provided, however, that no landscaping whatsoever may be installed by an Owner on a Lot without the approval of the

Association, as set forth in Section 9.1.17 hereof. The expense of any maintenance, repair or construction of any portion of the Common Property or the exterior of any Unit necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an individual Assessment for such expense. Extraordinary repairs or replacements beyond the normal maintenance performed by the Association, but not resulting from a casualty covered by insurance, shall be timely performed by the individual Owner at his own expense, subject to the Association's satisfaction with such repairs or replacement restrictions contained in Articles 8 and 9 hereof. The Board of Directors of the Association shall determine in its sole discretion, which repairs and replacements are "normal" and performed by the Association, and which are extraordinary and performed by an Owner. In the event the Owner fails to perform its responsibilities, as aforesaid, the Association shall have the right, but not the obligation, to perform such maintenance and to assess the costs thereof against such Owner and his Lot as an individual Assessment, pursuant to Article 6 of this Declaration. The Association and its agents and employees shall have an irrevocable right of access to all Lots to make emergency repairs, to do maintenance and repair work required to be performed by the Association pursuant to the terms hereof, and to do such other work reasonably necessary for the proper maintenance and operation of the Property.

ARTICLE 8

ARCHITECTURAL CONTROLS

It is the intent of the Association to maintain within the Property a residential community of high quality and harmonious improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained within the Property nor shall any addition, change or alteration be made

to any Improvements unless and until the plans, specifications and location of same shall have been submitted to and approved in writing by the Architectural Review Board of the Master Association. The procedures to be followed by the A.R.B. shall be set forth in the Master Declaration and in the rules, regulations and standards as may be adopted by the A.R.B. from time to time.

Amendment to create Architectural Review Committees (ARC's) in the Aberdeen Sub-Associations:

Architectural Review Committee - The Architectural Review Committee ("ARC") shall be a permanent committee of the Association, composed of not less than three (3) persons who must be members of the Association. The Board of Directors shall appoint all committee members and shall designate one of the committee members as the Chairperson.

Duties - All documents required to be submitted to the Architectural Review Board ("ARB") of the Aberdeen Property Owners Association, Inc. (the "POA"), pursuant to the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development ("POA Declaration") shall first be filed with the ARC. The ARC shall review the documents and application by the owner, and shall note thereon its approval, disapproval, comments and/or recommendations. The application, with all documents, shall be forwarded to the ARB, except where jurisdiction is reserved by the Declaration to the ARC.

Notice - If the Board of Directors intends substantial changes or modifications to the Association property, to the Association's governing documents, rules and regulations, architectural standards or architectural review process, that affect the appearance and welfare of the community as a whole, the Board shall notify each unit owner in writing of the intended change not less than 30 days prior to the effective date of such change.

Approval and Appeal Procedure - The ARC has the power to approve or disapprove applications for improvements, modifications, or changes as set forth in Article 8 of the POA Declaration. The ARC shall follow the same guidelines and procedures as those established for the ARB. A unit owner whose application is disapproved by the ARC shall have a right to appeal to the Board of Directors. The owner shall notify the Board of Directors of his/her appeal in writing, by certified mail, return receipt requested, within 10 days after the date of decision by the ARC. The Board of Directors shall convene a hearing on the owner's appeal not later than 30 days after receipt of owner's written notice of appeal. The Board will provide the owner with a written decision on the appeal not later than 10 days after the hearing date. The owner shall have a right of appeal to the Advisory Committee of the POA or to the ARB only as to those matters set forth in Article 8 of the POA Declaration. The owner must provide written notice of such appeal to the POA by certified mail, return receipt requested, within 10 days from the date of the final decision of the ARC or the Board of Directors under this section.

ARTICLE 9

USE RESTRICTIONS

- 9.1 Restrictions on Use of Lots and Common Property.
- 9.1.1 Residential Use. All Lots shall be used only as single family, private, residential dwellings and for no other purpose. "Single Family" shall mean and refer to either a single person occupying a Unit and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household.

including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

9.1.2 No Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household and guests. No business or commercial activity shall be permitted on any Lot, nor shall any business be conducted on any part thereof, except as permitted at the sole discretion of the Board.

9.1.3 Pets. Owners may keep no more than three (3) "Domestic Pets", provided that no such pets are kept, bred or maintained for any commercial purpose. For purposes hereof, the term "Domestic Pets" shall refer to dogs, cats, tropical fish and birds and shall specifically exclude all other types of animals or pets. All dogs must be on a leash or carried when on the Property; however, no pets shall be permitted within any recreational areas, including, without limitation the Waterford at Aberdeen Pool and Cabana, under any circumstances. It shall be the pet owner's obligation to remove the pet's waste material from all property maintained by the Association. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

9.1.4 Boats. Boat mooring facilities on any lake shall be limited only to facilities which may be provided by Master Association. No one other than the Master Association shall

be permitted to install docks, moorings or similar structures or to keep or moor boats on the lakes. In no event shall motor powered boats be permitted, nor shall any boats be permitted to be stored or kept on boat trailers, on any lawn or driveway or on Common Property adjacent to the lakes. Boats may be stored in garages, provided they are not visible to outside view.

9.1.5 Temporary Structures. No temporary buildings, structures or tents, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property.

9.1.6 Insurance. No owners or occupants of a Lot shall permit or suffer anything to be done or kept within his or their Lot or to make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

9.1.7 Nuisances. No use or practice which is, in the sole opinion of the Board of Directors of the Association, either an annoyance to the Owners or an interference with the peaceful possession and proper use of the Property by Owners, shall be allowed. No Owner and no occupants of a Lot shall commit or permit any nuisance or illegal activity in or about the Property.

9.1.8 Outside Displays. No Owner and no occupants of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or their Lot, including reflective film, nor place any furniture or equipment outside the Improvements on his Lot except with the prior written consent of the Association.

- 9.1.9 Antennae. No radio, television or other electronic antennae, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property (unless installed by the Association) or the exterior of any Lot or Unit without the prior written approval of the Association.
- 9.1.10 Motor Vehicles. No vans, campers, recreational vehicles, commercial vehicles (other than in connection with pick ups and deliveries) or inoperative vehicles shall be stored or parked within the Property, or on any Lot. For purposes of this subsection, any vehicle weighing in excess of one-half ($\frac{1}{2}$) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association.
- 9.1.11 Exterior Alterations. No structural changes, exterior color changes, alterations or additions shall be made or added to any Unit or Lot without the prior written approval of the A.R.B..
- 9.1.12 Trash Containers. All trash containers and contents thereof shall be stored in an area not visible from the streets or adjoining Lots. For purposes of periodic trash removal, however, an Owner, after 6 p.m. of the day prior to pick-up, may place the covered trash containers at locations convenient for pick-up.
- 9.1.13 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved in writing by the A.R.B..

- 9.1.14 Parking. The overnight parking of automobiles and other motor vehicles shall be limited to the driveways and garages of Lots and other paved surfaces designated by the Association.
- 9.1.15 Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted, unless obscured from public view.
- 9.1.16 Signs. No sign of any kind shall be displayed to the public view on any portion of the Property, including without limitation, any sign advertising the property for sale or for rent, except such signs as are placed by the Association. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of the Unit or on any fences on the Property, nor on the Common Property, nor on dedicated or reserved areas, nor on entryways or any vehicles within the Property, except such as are placed by the Association.
- 9.1.17 Landscaping. No Owner shall place any landscaping on his Lot outside his Unit or on the Common Property without the express prior written consent of the Association. In the event an Owner shall obtain such consent, the landscaping shall be maintained by the Owner, at his own cost and expense.
- 9.1.18 No Excavation, Mining or Drilling. Excavation, mining or drilling on the Property shall not be permitted.
- 9.1.19 Waterford at Aberdeen Pool and Cabana. Use of the Waterford at Aberdeen Pool and Cabana shall be totally at the risk of those individuals using said pool and cabana and not at the risk of the Association. The Association shall not be liable for the

negligence of any party in connection with the use of Common Property, the Waterford at Aberdeen Pool and Cabana, or any other portion of the Property.

9.2 Additional Rules and Regulations. The Board of Directors of the Association may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Declaration.

9.3 Appeals and Variances. As to those restrictions contained in this Article 9 that are to be enforced by the A.R.B., the procedures for appeals and variances shall be as established by the A.R.B.. As to those restrictions contained in this Article 9 that are to be enforced by the Association, the procedures for appeals and variances shall be established by the Board of Directors of the Association pursuant to Section 6.7 hereof.

9.4 Enforcement. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation, rules and regulations or Traffic regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof, the right to impose a special Assessment for non-compliance, as provided by the architectural restrictions in the Declaration and the Master Declaration, the right to foreclose its lien, as provided herein and in the Master Declaration. All costs and expenses incurred by the Association in any such proceeding, inclusive of attorneys' fees and costs (whether or not litigation is instituted) including such costs and attorneys' fees on appeal, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding.

ARTICLE 10PARTY WALLS

10.1 Party Walls. The common walls separating the Units shall be party walls for the perpetual benefit of, and use by the Owners of the Units, including their permitted heirs, successors, assigns, and grantees.

10.2 Maintenance. In the event of damage or destruction of the party wall from any cause other than the negligence or willful misconduct of an Owner or the occupants of a Lot, to the extent not covered by the insurance, the Owners sharing the party wall shall share equally in the cost of repairing or rebuilding the party wall, and each shall have the right to full use as specified herein of the wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, the expense shall be shared equally by the Owners of the adjoining Units. Whenever a wall shall be rebuilt it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality; provided however, that if any maintenance, repair or construction is necessitated solely by the negligence or willful misconduct of an Owner, or the occupants of a Lot, any expense incident thereto shall be borne solely by such Owner and occupants of such Lot. If an Owner shall refuse to pay his share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other Owners sharing the party wall may perform the maintenance, repair or construction and, in such event, shall be entitled to a lien on the Lot of the Owner who has failed to pay. If an Owner shall have given a mortgage upon his Lot, then the Mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the

right to add to the outstanding balance of such mortgage any amounts paid by the Mortgagee for repair hereunder and not reimbursed to the Mortgagee by the Owner.

10.3 Use of Party Wall. Each Owner sharing a party wall shall have the right to the full use of the party wall for whatever purpose or purposes he chooses, subject to the limitation that the use shall not infringe upon the rights of any other Owner sharing the party wall, or in any manner impair the value or structural integrity of the wall, or in any manner violate the rules and regulations of the Association or the provisions of this Declaration. If an Owner shall cease to use a party wall as such, he shall be deemed to have abandoned all rights thereto, and such wall shall become the property of the adjacent Owner, who shall have an easement upon the land underlying such wall so long as the wall shall be used by such adjacent Owner or his permitted heirs, successors, assigns and grantees. Any Owner removing Improvements from a party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent Owner in the wall, and shall save the adjacent Owner harmless from all damage caused thereby to Improvements then existing. In the event repairs or reconstruction shall be necessary, entries in the adjacent Unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter in the adjacent Unit to effect necessary repairs and reconstruction.

10.4 Restrictions on Alterations. No Owner shall have the right to cut windows or other openings in the party wall, nor make any alterations, additions, or structural changes thereto.

ARTICLE 11

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association for itself, and as agent for the Members without naming them, and as agent for the Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to any such Mortgagees. The policies shall provide that payment by the insurer for losses shall be made to the Association for the benefit of the Members and Mortgagees, as their interests may appear. The Owners shall purchase insurance on their individual Lots, which Lots shall be insured at their maximum insurable replacement cost; provided, however, all other variables of insurance coverage on the respective Lots may be as each Owner deems appropriate.

11.2 Coverage.

11.2.1 Casualty Insurance. All insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. If available, the Association shall also obtain an Agreed Value Amount and Inflation Guard Endorsement providing coverage in the minimum amount of \$50,000 for each incident and Construction Cost Endorsements, such as Demolition Cost Endorsements, Contingent Liability From Operation of Building Laws Endorsements, and Increased Cost of Construction Endorsements. The casualty insurance policy must provide for at least

ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

11.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property, and insuring the Association, the Members and Mortgagees as their interests may appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time: including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance or use of the Common Property and any legal liability arising in connection with employment contracts to which the Association is a party provided that the minimum amount of coverage shall be \$500,000 each person, and \$1,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

11.2.3 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

11.2.4 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state or local law.

11.2.5 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine from time to time to be desirable.

11.2.6 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association, and their respective servants, agents and guests.

11.3 Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

11.4 Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of Members and Mortgagees in the following shares, which shares need not be set forth on the records of the Association:

11.4.1 Common Property. Proceeds on account of damage to Common Property shall be an equal undivided share for each Member.

11.4.2 Mortgagees. In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration.

11.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

11.5.1 Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceed which remain after defraying such costs shall be distributed to the Members and Mortgagees as their interest may appear.

11.5.2 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members and Mortgagees as their interests may appear. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be distributed to the Members and Mortgagees as their interests may appear.

11.6 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE 12

RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

12.1.1 Common Property. If the damaged Improvement is part of the Common Property, the damaged Improvement shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.

12.1.2 Lot. If the damaged property is Improvements on Lots, the damaged Improvements shall be reconstructed or repaired unless all affected Owners and Mortgagees, the Association and the A.R.B. agree that the damaged Improvements shall not be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Improvements; or, if none, then according to plans and specifications approved by the Board of Directors of the Association.

12.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

12.4 Special Assessments. Unless the damage was caused by the gross negligence or willful act of a Member, in which case such Member shall be liable, the amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members as a special Assessment. If the proceeds of such special

Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction, replacement or repair, the funds for the payment of the costs of reconstruction, replacement or repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

12.5 Construction Funds. The funds for the payment of costs of reconstruction, replacement and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from special Assessments against Members, shall be distributed in payment of such costs in the following manner:

12.5.1 Association. The proceeds of insurance collected on account of a casualty, and the total special Assessments made by the Association in order to provide funds for payment of reconstruction, replacement and repair, shall constitute a construction fund which shall be held by the Association and thereafter disbursed in payment of the costs of reconstruction, replacement and repair in the following manner and order:

12.5.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.3 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the

Board of Directors of the Association, and upon approval by an architect or general contractor qualified to practice in Florida and employed by the Association to supervise the work.

12.5.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members.

12.6 Equitable Relief. In the event of major damage to or destruction of part of the Common Property or Improvements to Lots, and in the event the property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to petition a court of equity having jurisdiction in the County, for equitable relief.

ARTICLE 13

SALE, RENTAL OR OTHER ALIENATION OF LOTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any Owner and any Mortgagee who acquires title to a Lot through foreclosure or any proceeding or deed in lieu of foreclosure shall be subject to the following provisions, which provisions each Owner covenants to observe:

13.1 Transfers Subject to Approval.

- 13.1.1 Sale or Lease. No Owner may dispose of a Lot or any interest in a Lot by sale or lease without written approval of the Association. Each Lot may be leased only one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months.
- 13.1.2 Gift. If any Owner shall acquire a title by gift, the continuance of the ownership of the Lot shall be subject to approval of the Association.
- 13.1.3 Devise or Inheritance. If any Owner shall acquire title by devise or inheritance, the continuance of ownership of the Lot shall be subject to approval of the Association.
- 13.1.4 Other Transfers. If any Owner shall acquire title by any manner not mentioned in the foregoing subsections, the continuance of ownership of the Lot shall be subject to the approval of the Association.
- 13.1.5 Corporations, Partnerships and Trusts. Changes of beneficial ownership of a Lot through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or trust shall constitute a transfer of the Lot, and occupancy and continuance of ownership of the Lot shall be subject to approval of the Association.
- 13.1.6 Application Form and Fee. All applications for approval of transfer shall be submitted to the Association on the form prescribed by the Association. A processing fee will be charged to the transferor of the Lot. In addition a fee will be charged for connecting and listing the homeowner's telephone number on the telephone board at the gate. Also a fee will be charged for a full set of By-Laws and Documents. These

fees shall accompany the application and these fees may be increased or decreased at the discretion of the Board.

13.2 Approval by the Association. The approval of the Association that is required for the transfer of ownership or lease of Lots shall be obtained in the following manner:

13.2.1 Sale or Lease. An Owner intending to make a bonafide sale or lease of his Lot or any interest in it, shall give to the Association notice in writing of such intention, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchase or lessee as the Association may reasonably require, together with an executed copy of the proposed sales contract or lease.

13.2.2 Gift, Devise, or Inheritance, Other Transfers. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association notice in writing of the acquisition of title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing such Owner's interest.

13.2.3 Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. The Association may deny the unauthorized Owner, lessee, or occupant of a Lot the use of the Common

Property and may take such other action at law and/or in equity to divest the unauthorized Owner, lessee or occupant of record title and possession of the Lot.

13.3 Certificates of Approval shall be given in the following manner:

13.3.1 Sale or lease. If the proposed transaction is a sale or lease then, within twenty-five (25) days after receipt of the required notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

13.3.2 Gift, Devise or Inheritance, Other Transfers. If the Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner then, within twenty-five (25) days after receipt of the required notice and information, the Association must either approve or disapprove the continuance of the ownership of the Lot. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

13.4 Disapproval by Association. If the Association disapproves a transfer of ownership of a Lot, the matter shall be disposed of in the following manner:

13.4.1 Sale. If the proposed transaction is a sale, then within twenty-five (25) days after receipt of the required notice and information, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Owner must sell the Lot in accordance with the terms stated in the disapproved contract to sell. A judgment of specific performance of the sale may be entered in any court of competent jurisdiction.

13.4.2 Lease. If the proposed transaction is a lease and if notice of lease given by the Owner shall so demand, then within twenty-five (25) days after receipt of such notice and information, the Association shall deliver by certified mail to the Owner a written statement of the reasons for disapproval of the proposed transaction.

13.4.3 Gifts, Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within twenty-five (25) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Owner must convey the Lot upon the following terms:

13.4.3.1 The sale price shall be the fair market value determined by agreement between seller and purchaser within twenty-five (25) days from the delivery of the agreement. In absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Lot, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by seller and purchaser.

13.4.3.2 The purchase price shall be paid in cash.

13.4.3.3 The sale shall be closed within ten (10) days following the determination of the sale price.

13.4.4 Constructive Approval. If the Association shall fail to provide a purchaser for a Lot as required hereinabove, or if a purchaser furnished by the Association shall default in his agreement to purchase the Lot, then notwithstanding the Association's disapproval, the proposed transaction or ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Owner.

13.4.5 Mortgage. No Owner may mortgage his Lot or any interest in it without the approval of the Association, except to a Mortgagee. The approval of any other mortgage shall be upon such conditions as shall be determined by the Association, in its sole discretion.

13.5 Transfer Void. Any sale, lease, gift, devise, other transfer or mortgage not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

13.6 Exceptions. The foregoing provisions of this Article shall not apply to any sale, lease, gift, devise or other transfer to a Mortgagee who acquires title as the result of owning a mortgage upon the lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure or any proceeding or deed in lieu of foreclosure; nor shall provisions apply to a transfer, sale, or lease by a Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly

advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

ARTICLE 14

INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

Every Director and Officer and Committee Member of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, Officer or Committee Member whether or not he is a Director, Officer or Committee Member at the time such expenses are incurred, except in such cases where the Director, Officer or Committee Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or Committee Member seeking such reimbursement or indemnification, the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or Committee Member may be entitled.

ARTICLE 15

CLUB MEMBERSHIP

Subject to the provisions in Article 9 of the Master Declaration, the Club Facilities shall be developed and provided at the discretion of the Club Owner. Rights to use the Club Facilities will be on such terms and conditions as may be promulgated from time to time by the Club Owner. The Club Owner shall have the right, from time to time, in its sole and absolute discretion and without

notice, to amend or waive the terms and conditions of use of the Club Facilities specifically including, without limitation, the terms of eligibility for use, privileges available to use such facilities, the categories of use and the number of users permitted to use any of the Club Facilities, to reserve use rights for future Owners or non-Owners or to terminate any and all use rights. Ownership of a Lot does not confer any membership or ownership rights in the Club. Owners of Lots shall have the right to apply for membership in the Club on terms and conditions established and existing for the Club at the time the Owner's subscription for a membership or ownership right in the Club is submitted. In the event an Owner is accepted as a member of the Club, he shall be subject to such documents and such rules and regulations of the Club as are established and existing at the time of his acceptance, as the same may be amended from time to time, and shall be required to pay such equity membership fees, dues and other amounts as may be required by the Club from time to time.

ARTICLE 16

GENERAL PROVISIONS

16.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by or granted to the Association may be assigned by the Association, as the case may be. After such assignment, the Association, as the case may be, shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

16.2 Amendment. This Declaration may be amended from time to time by recording among the Public Records of the County an instrument executed by the President and attested to by the Secretary of the Association, indicating (if required pursuant to the terms hereof) that a meeting called for purposes of amendment was held, and that the requisite number of Members formally approved the amendment, subject, however, to the following provisions

- 16.2.1 Except as provided hereinbelow, an amendment initiated by any party must obtain the approval of at least sixty-six percent (66%) of the votes of Members.
- 16.2.2 In addition to other government approvals which may be required, any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.
- 16.2.3 No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of a plat containing open space may be vacated if the effect of such vacation would not reduce the total open space within the Property below the requirements of Section 500.21 of the County Zoning code.
- 16.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.
- 16.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-six percent (66%) of the votes of the Members then existing and by all Mortgagees, have been recorded agreeing to change or terminate these covenants and restrictions.

16.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall insure to the benefit of the Association and the Owners of Lots within the Property.

16.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and against the Property subject hereto to enforce any lien created by this Declaration. In the event that the Association fails to enforce the terms of this Declaration then any Member may do so. The failure or refusal of the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the rights to do so thereafter.

16.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association as of the time of such mailing. Notices to Mortgagees shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Mortgagee on the records of the Association at the time of such mailing. Each Owner shall notify the Association of all mortgages encumbering a Lot and any transfer thereof, the amount of such mortgages, and the recording information for mortgages. The holder of a mortgage encumbering a Lot may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage. The Association shall not be liable

to any party for failure to obtain from any Owner information regarding a mortgage encumbering a Lot or for failure to provide any party with notice of such information.

16.7 Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the Mortgagee, insurer or guarantor and the Lot number or address, any Mortgagee, insurer or guarantor shall be entitled to receive timely written notice of the following:

16.7.1 Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;

16.7.2 Any sixty (60)-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which the Mortgagee holds a mortgage;

16.7.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

16.7.4 Any proposed action that requires the consent of a specified percentage of Mortgagees.

16.8 Rights of Owners and Mortgagees. Current copies of the Declaration, Articles of Incorporation, By-Laws, rules and other books, records, legal documents and financial statements of the Association shall be open to inspection, upon request, by Owners and all Mortgagees, insurers and guarantors of any first mortgage on a Lot, and their authorized representatives during normal business hours or under other reasonable circumstances.

16.9 Additional Restrictions. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations, Assessments, liens and other terms and provisions set forth in the Master Declaration and the articles of incorporation and by-laws of the Master Association and the rules and regulations adopted by the Master Association, as the same

may be amended from time to time.

16.10 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

16.11 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

16.12 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, Association has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

M. Lida Danzig

WATERFORD HOMEOWNERS
ASSOCIATION

By: Daniel Insenberg
Its: PRESIDENT
Its: SECRETARY

Attn: John

(Corporate Seal)

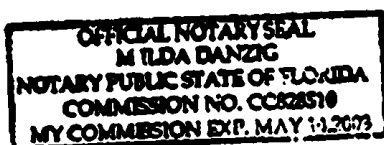
STATE OF FLORIDA

COUNTY OF PALM BEACH

) ss. Rayton Black
)

The foregoing instrument was acknowledged before me this 4TH day of JANUARY 2012, by DANIEL INSENBERG the _____ President of Waterford at Aberdeen Association, Inc., a Florida corporation not for profit, for and on behalf of the corporation.

My Commission Expires:



M. Lida Danzig
NOTARY PUBLIC

EXHIBIT A

WATERFORD AT ABERDEEN

LEGAL DESCRIPTION

All of the Plat of ABERDEEN - Plat No. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Pages 41 through 43 inclusive.

* N. USE RS RAC T SM WATERFORD DEC *



08/20/2002 16:21:08 20020437821
 OR BK 14056 PG 1192
 Palm Beach County, Florida

This instrument prepared by:
 David A. Core, Esquire
 Will Call Box 110
 ST. JOHN, CORE, FIORE & LEMME, P.A.
 1601 Forum Place, Suite 1110
 West Palm Beach, Florida 33401
 (561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE
 BY-LAWS OF WATERFORD AT ABERDEEN ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated By-Laws attached as Exhibit "1" to this Certificate were duly adopted as Amended and Restated By-Laws of Waterford at Aberdeen Association, Inc. The original amended Declaration of Covenants and Restrictions for Waterford at Aberdeen Association, Inc., is recorded in Official Records Book 5860, Page 1078, et seq., of the Public Records of Palm Beach County, Florida.

DATED this 20th day of AUGUST, 2002.

As to witnesses:

Spencer S. Mittelman
 Witness

WATERFORD AT ABERDEEN ASSOCIATION, INC.

By: Daniel Issenberg
 Daniel Issenberg, President

David Core
 Witness

Attest: Jack Shilling

STATE OF FLORIDA)
)ss
 COUNTY OF PALM BEACH)

BEFORE ME personally appeared Daniel Issenberg, the President and Jack Shilling, on behalf of Waterford at Aberdeen Association, Inc., who (produced _____ and _____ as identification or) are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as officers of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 20th day of August, 2002.

(SEAL)



Maryann Valliere
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

WATERFORD AT ABERDEEN ASSOCIATION, INC.

AMENDMENT TO THE AMENDED AND RESTATED
BY-LAWS OF
WATERFORD AT ABERDEEN ASSOCIATION, INC.

(Added Text is Underlined; Deleted Text is ~~Stricken Through~~.)

1. Article III, Section 2. of the By-Laws is amended to read as follows:

Section 2. Directors.

* * *

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) members, using such procedures as the Board may establish. The Nominating Committee shall nominate at least one (1) person for each vacancy to be filled at that annual meeting. Should more than one qualified Candidate be available for any vacancy, the Committee may, at its discretion, designate recommended individuals, but shall report to the Members in a uniform manner the existence of all potential Candidates. All members of the Association shall be provided with a list of the nominations at least ten (10) days prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the valid votes cast. Each person voting shall be ~~required~~ entitled to cast votes for each of as many nominees as there are vacancies to be filled.

2. Article X, Section 2. of the By-Laws is amended to read as follows:

Section 2. Depositories. The funds of the Association shall be deposited in such accounts in Palm Beach County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn from authorized depositories only over the signature of the President of ~~such other persons as the Board may authorize~~ any two (2) of the following: president, treasurer or property manager of the Association. ~~The Board may require more than one (1) signature on checks and bank drafts.~~ The funds shall be used only for corporate purposes.

CFN 20040618691
OR BK 17705 PG 1505
RECORDED 10/29/2004 15:56:40
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pgs 1505 - 1507; (3pgs)

AND MARVIN GUBERMAN
VICE President @

Exhibit 1

WATERFORD AT ABERDEEN ASSOCIATION, INC.

AMENDED AND RESTATED BY-LAWS OF WATERFORD AT ABERDEEN ASSOCIATION, INC.

The following are amendments to add a restatement of the shown provisions of the By-Laws of Waterford at Aberdeen Association, Inc.

(Added Text is Underlined; Deleted Text is ~~Stricken Through~~.)

1. Article III, Section 2.C of the By-Laws is amended to read as follows:

Section 2 - Directors

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) members, using such procedures as the Board may establish. The Nominating Committee shall nominate at least one (1) person for each vacancy to be filled at the annual meeting. Should more than one qualified Candidate be available for any vacancy, the Committee may, at its discretion, designate recommended individuals, but shall report to the Members in a uniform manner the existence of all potential Candidates. All members of the Association shall be provided with a list of the nominations at least ten (10) days prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the valid votes cast. Each person voting shall be required ~~entitled~~ to cast votes for each of as many nominees as there are vacancies to be filled.

2. Article X, Section 2 of the By-Laws is amended to read as follows:

Section 2. Depositories. The funds of the Association shall be deposited in such accounts in Palm Beach County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn from authorized depositories only over the signature of any two (2) of the following: president, treasurer ~~or property manager~~ and two (2) members of the Board of Directors of the Association. The Board shall require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

3. Article III, Section 4.B of the By-Laws is amended to read as follows:

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person who shall serve for the remainder of the unexpired term of the departing director until the next annual meeting of the members.

4. Article IV, Section 17 of the By-Laws is amended to read as follows:

17. The power to enter into a long term contract with any person, firm, corporation or real estate management or maintenance agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Property, the Lake Easements, that portion of the Lots outside of the Unit, and the exterior of the Units, as more fully described in the Declaration, and of any facilities on lease to the Association or otherwise provided for the Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The contract may further provide the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing or maintenance agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, as a Common expense, unless the contract provides to the contrary. All written contracts entered into by the Association must contain a clause authorizing the Association to terminate the contract with or without cause by providing thirty (30) days written notice.

T:\rac\SCG\Waterford at Aberdeen\Amendment to Amended and Restated By-Laws-10.04.wpd



This instrument prepared by and return to:
LARRY E. SCHNER, P.A.
370 Camino Gardens Blvd., Suite 204
Boca Raton, FL 33432

CFN 20160131529
OR BK 28233 PG 1131
RECORDED 04/18/2016 09:12:18
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1131 - 1135; (5pgs)

**NOTICE OF PRESERVATION OF DECLARATION
OF COVENANTS AND RESTRICTIONS**

WHEREAS, a Declaration of Covenants and Restrictions relative to Waterford at Aberdeen Association, Inc. subdivision was recorded in Official Records Book 5860 at Page 1078 of the Public Records of Palm Beach County, Florida, and has subsequent to this date of the initial recording has been amended, all of the foregoing documents being hereafter collectively referred to as "Declaration", and

WHEREAS, the land affected by this Notice is identified in the Declaration and is described as follows:

"All of the Plat of ABERDEEN – Plat No. 12, according to the Plat thereof on file in the Office of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 60, at Pages 41 through 43 inclusive."

WHEREAS, pursuant to the provisions of Section 712.05, Florida Statutes, Waterford at Aberdeen Association, Inc. (hereinafter "Association"), has the authority and desires to preserve the Declaration from extinguishment by the operation of Florida law by filing for record this Notice in accordance with the provision of such Florida statute; and

WHEREAS, the Association desires that this Notice shall have the effect of so preserving such Declaration from extinguishment by the operation of Florida law and all of the rights, duties and obligations contained therein for a period of thirty (30) years after the filing of this Notice unless again filed as required pursuant to applicable law; and

WHEREAS, the execution and recording of this Notice has been approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association at a meeting for which a notice, stating the meeting's time and place and containing the statement of marketable title action described in Section 712.06(1)(b), Florida Statutes was mailed or hand delivered to members of the Association not less than seven (7) days prior to such meeting.

NOW THEREFORE, in accordance with the foregoing, this Notice of Preservation of Declaration of Covenants and Restrictions (hereinafter "Notice") is made by the Association, as authorized pursuant to the provisions of Section 712.05, Florida Statutes as follows:

1. The Association, as hereinbefore defines, and by execution hereof, pursuant to the provisions of Section 712.05, Florida Statutes, does hereby preserve and protect from extinguishment by operation of the provision of Section 712.01, et. seq., Florida Statutes, all of the terms, provisions and conditions of the Declaration.
2. The preservation of the Declaration as contained in this Notice shall have the effect of preserving all of the terms, provisions and conditions of the Declaration from extinguishments by operation of the provisions of Section 712.01, et seq., Florida Statutes for a period of thirty (30) years after the recording of this Notice, unless a subsequent notice is filed which further preserved the terms of the Declaration in accordance with applicable law.
3. If any term of this Notice is illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of any applicable law or laws and such term, as so modified, and the balance of this Notice shall then be fully enforceable.
4. This Notice is not intended to, and shall not be considered to, change, alter, modify, or amend the Declaration or any provision thereof. This action is not intended to burden any property which is not already burdened by the Declaration.

24 IN WITNESS WHEREOF, the Association has hereunto set its hand and seal this day of March, 2016.

WITNESSES:

**WATERFORD AT ABERDEEN
ASSOCIATION, INC.**

By: [Signature]

A. NASH
(Print Name)

[Signature]
(Print Name)

By: [Signature]

Gregory Van Pelt President

Attest: [Signature]

[Signature] Secretary

Address of Association:

8135 Lake Worth Rd. S.W.
Lake Worth, FL 33467

**SEE AFFIDAVIT CONSISTING OF TWO PAGES ATTACHED HERETO.
(NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE)**

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of March, 2016, by Gregory Burt, President of WATERFORD AT ABERDEEN ASSOCIATION, INC., a Florida corporation on behalf of said corporation, who is ~~is~~ personally known to me or () who has produced _____ as identification.



My Commission Expires:

[Signature]
Notary Public - State of Florida
Amy Sexton Higgins
Printed Name of Notary

STATE OF FLORIDA
COUNTY OF PALM BEACH

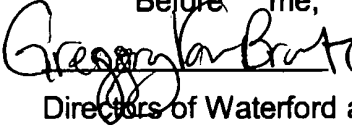
The foregoing instrument was acknowledged before me this 24 day of March, 2016, by Howard Wass, Secretary of WATERFORD AT ABERDEEN ASSOCIATION, INC., a Florida corporation on behalf of said corporation, who is ~~is~~ personally known to me or ~~or~~ who has produced _____ as identification.

My Commission Expires:



[Signature]
Notary Public - State of Florida
Amy Sexton Higgins
Printed Name of Notary

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared  ("Affiant") who is the President and a member of the Board of Directors of Waterford at Aberdeen Association, Inc., a Florida corporation ("Association"), who being duly sworn, deposes and says as follows:

1. Affiant is the President and a member of the Board of Directors of the Association and as such has personal knowledge of the affairs of the Association relative to the matters which are the subject of this Affidavit.

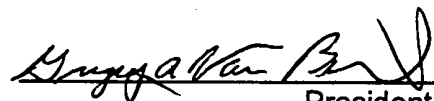
2. That the Board of Directors of the Association has caused a statement in substantially the following form to be mailed or hand delivered to the members of the Association, together with the attached Notice of Meeting dated _____, 2016.

"STATEMENT OF MARKETABLE TITLE ACTION"

Waterford at Aberdeen Association, Inc., a Florida corporation (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions recorded in Official Records Book 5860 at Page 1078 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."


3. That this Affidavit has been prepared and executed in connection with the requirement of §712.06(1) (b), Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.


_____, President
of Waterford at Aberdeen
Association, Inc.

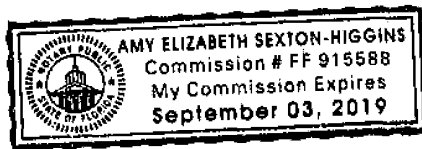
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of March, 2016, by Gregory Burt who is ☒ personally known to me or () who has produced _____ as identification.


Notary Public - State of Florida

Amy Elizabeth Higgins
Printed Name of Notary

My Commission Expires:



This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487
(561) 994-4499

CFN 20180120832

OR BK 29748 PG 0898
RECORDED 03/30/2018 14:42:51
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0898 - 900; (3pgs)

**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WATERFORD AT ABERDEEN**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants and Restrictions for Waterford at Aberdeen. The Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Record Book 5860, at Page 1078, of the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 13347, at Page 760, of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 26 day of March, 2018.

WITNESSES

**WATERFORD AT ABERDEEN ASSOCIATION,
INC.**

Lisa Duncan

Signature

Lisa Duncan

Print Name

[Signature]

Signature

Nancybeth Gonzales

Print Name

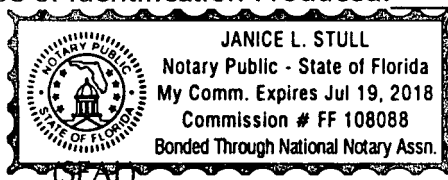
By: Gregory A Van Bunt, President

By: Gloria Miller, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

8 The foregoing instrument was acknowledged before me this 26 day of Mar, 2018, by Gregory Van Bunt as President, and GLORIA MILLER, as Secretary, of Waterford at Aberdeen Association, Inc., who are Personally Known ☒ or Produced Identification [].

Type of Identification Produced:



Janice L. Stull
NOTARY PUBLIC, State of Florida at
Large

EXHIBIT "A"

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WATERFORD AT ABERDEEN**

The Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 5860, at Page 1078, of the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 13347, at Page 760, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1. Article 6, Section 6.11 of the Declaration of Covenants and Restrictions for Waterford at Aberdeen ("Declaration") shall be amended as follows:

Section 6.11. Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Item 2: Article 6, Section 6.14 of the Declaration shall be amended as follows:

~~Section 6.14. Initial Capital Contribution. In addition to all of the foregoing Assessments, Owners shall also be required to pay, at the time of the closing of their Lots, a sum equal to two (2) months general Assessments, assessed against a Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one time contribution to be made by the initial purchasers of Lots from Developer. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association and the Owners.~~ In addition to the foregoing, there shall be collected from each Lot Owner who purchases/acquires a Lot within the Association at the time of conveyance of each Lot (i.e. at the time of the closing of their Lot), including but not limited to, the resale or any other transfer or conveyance of a Lot, a nonrefundable capital contribution in an amount of One Thousand Dollars and 00/100 (\$1,000.00), or such other amount as may be established by the Association's Board of Directors from time to time, subject to applicable law. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Association as the Board of Directors deems appropriate in its sole and absolute discretion, including for any Common Expense of the Association. Amounts paid as capital contributions, as set forth herein, are not to be considered as advance payment of Common Expenses/Assessments, and shall not relieve the Lot Owner of their responsibility to pay all subsequent Assessments. With respect to the resale or any other transfer or conveyance of Lots, this section shall be applied prospectively and affect only those Lots bought and sold (transferred or conveyed) subsequent to the date of recording of this Amendment in the Public Records of Palm Beach County, Florida. Notwithstanding anything contained herein to the contrary, the Association shall have the option to waive capital contributions, as set forth herein, in the sole and absolute discretion of the Board of Directors. Further, and notwithstanding anything contained herein to the contrary, the Association shall not be obligated to pay such capital contribution where the Association takes title to a Lot as a result of foreclosure or otherwise. In addition, this requirement to pay the Capital Contribution shall not apply where title is acquired through inheritance, gift, devise or otherwise, by an immediate family member of the Lot Owner, which immediate family shall be defined as the Owner's spouse, parents, siblings, children, grandchildren, or grandparents; or where the Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

NOV-02-1988 03:19pm 88-305404

ORB 5860 Pg 1078

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq.
Wilkinson and Wilkinson
324 Datura Street, Suite 130
West Palm Beach, FL 33401

102088
DECL001

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WATERFORD AT ABERDEEN

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and
executed this 21st day of October, 1988, by REALTY DEALERS,
LTD., an Illinois limited partnership authorized to transact
business in the State of Florida ("Developer"),

W I T N E S S E T H :

WHEREAS, Developer is the owner of that real property
located in Palm Beach County, Florida, and legally described in
Exhibit "A" attached hereto and made a part hereof (the
"Property"); and

WHEREAS, it is the intent of Developer to establish a
general plan and uniform scheme of development and improvement of
the Property; and

WHEREAS, Developer wishes to provide for the preservation
and enhancement of property values, amenities and opportunities
within the Property in order to contribute to the personal and
general health, safety and welfare of the property owners and
residents therein, and to maintain the land and improvements
therein, and to this end wishes to subject the Property to the
covenants, restrictions, easements, reservations, Assessments,
charges, liens, and other provisions hereinafter set forth.

NOW, THEREFORE, Developer 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 Declaration of Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

- 1.1 "Aberdeen" shall mean and refer to all real property subject to the Aberdeen Planned Unit Development, formerly known as Parkwalk Planned Unit Development, created pursuant to County Resolutions Numbers R-73-811, R-80-1242 and R-800-1243, within which the Property is located.
- 1.2 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property and other properties subject to the control of the Master Association.
- 1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes and subject to the terms set forth herein.
- 1.4 "Association" shall mean and refer to WATERFORD AT ABERDEEN ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.
- 1.5 "Club" shall mean and refer to Aberdeen Golf and Country Club.
- 1.6 "Club Facilities" shall mean and refer to the golf course and such other properties, improvements and related amenities located in Aberdeen P.U.D. (as defined in the Master Declaration) and Aberdeen P.C.D. (as defined in the Master Declaration) and owned by the Club Owner.

- 1.7 "Club Owner" shall mean and refer to Aberdeen Golf and Country Club, Inc., a Florida not for profit corporation, its successors and assigns.
- 1.8 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.9 "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated or reserved to the Association on the recorded subdivision plats of the Property, or conveyed to the Association by deed, and any personal property acquired by the Association.
- 1.10 "County" shall mean and refer to Palm Beach County, Florida.
- 1.11 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as it may be amended from time to time.
- 1.12 "Developer" shall mean and refer to Sunbelt Properties, Ltd., an Illinois limited partnership authorized to transact business in the State of Florida, its successors and assigns.
- 1.13 "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking or building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, pool, tennis court, patio, landscaping, or landscape device or object.
- 1.14 "Limited Common Property" shall mean and refer to such portions of the Common Property as are intended for the exclusive use (subject to the rights of the County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure serving the Lot which may be located on the Common Property, as designated by the Developer. Unless otherwise provided,

specifically to the contrary, reference to the Common

Property shall include the Limited Common Property.

- 1.15 "Lot" shall mean and refer to a tract of real property designated as a residential building lot on any plat of the Property, whether improved or unimproved.
- 1.16 "Master Association" shall mean and refer to ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- 1.17 "Master Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions For Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, dated June 17, 1983, and recorded at Official Record Book 3970, page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, Public Records of Palm Beach County, Florida, and any amendments thereto recorded or to be recorded in the Public Records of Palm Beach County, Florida.
- 1.18 "Master Plan" shall mean and refer to that certain Revised Master Plan for Aberdeen, which is filed under the name Parkwalk and marked Exhibit No. 26 in the Official Zoning File of ABERDEEN, in the Office of the County Department of Planning, Zoning and Building, approved July 13, 1982 and as amended from time to time.
- 1.19 "Member" shall mean and refer to a member of the Association and as used throughout this Declaration is synonymous with the term "Owner" and said terms are used herein interchangeably.
- 1.20 "Mortgagee" shall mean and refer to any lending institution having a first mortgage lien upon a lot or any portion of the Property, including any of the following institutions: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state building and loan association doing business in the State of Florida,

(c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida, (h) an agency of the United States Government, (i) or Developer.

- As 1.21 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure and as used throughout this Declaration, the term "Owner" is synonymous with the term "Member" and said terms are used herein interchangeably.
- 1.22 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, and any other real property which may from time to time be made subject to this Declaration in the manner provided in Article 2 hereof.
- 1.23 "Street" shall mean and refer to any street, highway or other thoroughfare within Waterford at Aberdeen and which is a part of the Common Property, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.
- 1.24 "Traffic Regulations" shall mean and refer to the speed limits and traffic regulations which may be promulgated by the Association for use of the Streets and the "no parking" signs which may be posted by the Association

of this Declaration.

- 1.25 "Turnover Meeting" shall mean and refer to the special meeting of the Members for the purpose of electing officers and directors pursuant to Section 3.3 hereof.
- 1.26 "Unimproved Lot" shall mean and refer to a Lot owned by the Developer for which a certificate of occupancy or completion for a Unit has not been issued by the County or which has not been conveyed by the Developer to a Class "A" Member, as same is defined in Section 3.3 hereof.
- 1.27 "Unit" shall mean and refer to a residential dwelling constructed on a Lot, for which a Certificate of Occupancy or Completion has been issued, and shall include the garage and courtyard attached to the dwelling.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial Property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property described in Exhibit "A" attached hereto.

2.2 Additional Property. Developer may, at any time and from time to time, subject any additional property within Aberdeen to this Declaration by recording in the public records of the County an amendment to this Declaration specifying such additional property. Such amendments may be made by Developer without the joinder or consent of the Master Association, other Owners or Mortgagees of any portion of Aberdeen, or any other person or entity, with the exception only of the County.

ARTICLE 3

WATERFORD AT ABERDEEN ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, Developer has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the

office of the Secretary of State of Florida. The Association is formed to own, operate and maintain the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (1988) (Corporations Not-For-Profit).

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

3.3 Voting. The Association shall have two classes of voting membership:

Class "A" - Class "A" Members shall be all Owners, with the exception of Developer. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves

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determine, but in no event shall more than one vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons, the Owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Class "A" - The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for membership, provided that the Class "B" membership shall cease and become converted to Class "A" membership upon the happening of the earlier of the following events:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) at any earlier time that the Developer, in its sole discretion, voluntarily converts its Class "B" membership to Class "A" membership.

From and after the happening of the earlier of these events, the Class "B" Member shall be deemed to be Class "A" Member entitled to one vote for each Lot in which it holds the interest required for membership. Notwithstanding anything to the contrary contained herein, the Developer shall turn over control of the Association to the Owners, no later than the earlier of the following events: four (4) months after the closing of the sale of seventy-five percent (75%) of the Lots within the Property, or three (3) years following the first closing of the sale of a Lot within the Property, or such earlier time as is determined by Developer, in Developer's sole discretion.

Prior to ninety (90) days after the happening of the earliest of the foregoing events, the Association shall conduct the Turnover Meeting.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in

accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer without Developer's prior written approval; and provided further, that no amendment, alteration or rescission may be made which affects the rights or privileges of any Mortgagee without the prior written approval of the Mortgagee so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations or Traffic Regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6 Control by Developer.

3.6.1 Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until the earlier of the following events: a) four (4) months after the closing of the sale of seventy-five percent (75%) of the Lots within the Property, b) three (3) years following the first closing of the sale of a lot within the Property, or c) such earlier time as is determined by Developer in Developer's sole discretion. So long as it retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and to approve the

appointment of all officers of the Association, and no

action of the Members of the Association shall be effective unless and until approved by Developer. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners or the Association, Developer may, at its option, assign its obligations under such contracts or agreements to the Association, and in such event the Association shall be required to accept such obligations.

3.6.2 After turnover of control of the Association, the Association shall have the right to terminate any contract or lease, including any management agreement, entered into by the Developer (with the exception only of those contracts entered into by Developer with Comcast Cable Company and Florida Power and Light Company). This right of termination may be exercised by the Association without penalty at any time after transfer of control, with or without cause, and upon not more than ninety (90) days notice to the other party.

3.6.3 After turnover of control of the Association, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property without the prior written consent of the Developer. The Board shall submit such decisions and actions to the Developer, for approval. The Developer shall approve or disapprove such decisions and actions within twenty (20) days after receipt thereof. In the event the Developer fails to act within such time period, such failure shall be deemed approval by the Developer.

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in the Developer until the date that it

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relinquishes control of the Association, as such date is defined hereinabove. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Simultaneously with its relinquishment of control of the Association, Developer shall convey all of its right, title and interest in the Common Property to the Association. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved as Limited Common Property for the exclusive benefit and use of specific Owners.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this section shall be Common Property.

4.3 Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent or through its own personnel, be responsible for the maintenance and repair of the Common Property, including without limitation that certain swimming pool and cabana which may be located on the Property and which is for the exclusive use and benefit of Members of the Association, their tenants, family and guests (the "Waterford at Aberdeen Pool and Cabana"), that portion of the Lots outside the Units, as hereinafter set forth, and the interior of the Units as hereinafter set forth. In addition, pursuant to a maintenance agreement entered or to be entered into with the Master Association (the "Lake Maintenance Agreement") the Association shall maintain the twenty (20) or twenty-five (25) foot perimeter areas (the "Lake Easements"), around the lakes within the Property, which area is identified as a Water Management Maintenance Easement and is dedicated or reserved to the Master Association on any of

the recorded plats of the Property. Developer, ^{ORB 5840 P 1089} its affiliates, subsidiaries, successors and assigns, may be the management agent and nothing shall be deemed to invalidate any management or maintenance agreement between the Association and Developer or its affiliates, subsidiaries, successors and assigns for the reason that at the time of entering into the management or maintenance agreement, the employees, officers or agents of Developer, or its affiliates, subsidiaries, successors and assigns are the officers, directors or employees of the Association. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

- 4.3.1 All roads within the Property which are dedicated or reserved to the Association on any plat of any portion of the Property or conveyed by deed to the Association.
- 4.3.2 All parking lots and guest parking spaces within the Property.
- 4.3.3 All landscaping of the Common Property, including without limitation, all sodding, irrigation and the planting and care of trees and shrubbery.
- 4.3.4 That portion of the lots outside of the Units and the exterior of the Units, as hereinafter set forth.
- 4.3.5 The waterfront of Alvarado Pool and Cabana.
- 4.3.6 The Lake Easements.
- 4.3.7 The gate house and entry gate located on the Common Property.

4.4 Rules and Regulations Governing Use of Property. The Association, through its Board of Directors, shall regulate the use of the Property by Owners and may from time to time promulgate rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee without the prior written consent of such mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall

be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

4.5 Traffic Regulations. The Association, through its Board of Directors, shall have the right to post and promulgate Traffic Regulations throughout Waterford at Aberdeen for use of the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members for inspection at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of special assessments for non-compliance, which shall be collected pursuant to Article 6 of this Declaration, the removal of vehicles from the Property, and the suspension of Owners' rights and easements of enjoyment provided herein. Upon request, but in no event later than thirty (30) days after the imposition of any remedy for violation of a Traffic Regulation, those who violate the Traffic Regulations shall be entitled to a hearing before the Board of Directors and forty-eight (48) hours notice prior to the date of such hearing.

4.6 Owners' Easements of Enjoyment. Subject to the provisions hereinbelow, each owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to, and shall pass with the title to each Lot.

4.7 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.7.1 The right of Developer and the Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property.
- 4.7.2 The right of Developer and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- 4.7.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for any

period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration or any of the rules and regulations or the Traffic Regulations.

- 4.7.4 The right of the Association to maintain the Common property and other property described in Paragraph 4.3 of this Declaration.
- 4.7.5 The rules and regulations governing the use and enjoyment of the Property and the Traffic Regulations, as promulgated by the Association.
- 4.7.6 The right of the Developer and the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.
- 4.7.7 Restrictions, dedications and easements contained on any plat, or filed separately, with respect to all or any portion of the Property.
- 4.7.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and all rules and regulations and Traffic Regulations adopted by the Association, as same may be amended from time to time.
- 4.7.9 All of the provisions of the Master Declaration, and the Articles of Incorporation and By-Laws of the Master Association and all rules and regulations and traffic regulations adopted by the Master Association, as same may be amended from time to time.

4.8 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to

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accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the circuit court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Property in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Property.

4.8 Plat. Any plat or replat of the Property subject to this Declaration must conform with the Master Plan as approved by the Board of County Commissioners of Palm Beach County as well as the applicable site plan as approved by the Site Plan Review Committee of the County.

ARTICLE 5

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod, shall be placed or permitted to remain (unless installed by Developer), which may interfere with the installation and maintenance of underground utility facilities. The Association (or such other entity as indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

- 5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded subdivision plats of the Property. Within these easements areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and the Master Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.
- 5.1.3 The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, the Master Association, employees and agents of the Association and the Master Association, and of any management or maintenance entity contracted by the Association or the Master Association, in order that such employees, agents or management or maintenance entity may carry out their duties (including, without limitation, maintenance of property and the provision of security services) and may have reasonable access to all property dedicated to the Association or the Master Association on the recorded plat(s) of the Property or conveyed to the Association or the Master Association by deed.
- 5.1.4 An easement is hereby granted to each Mortgagee for the purpose of access to the property subject to its mortgage.
- 5.1.5 As to all Lots upon which a "party wall" , as defined in Section 10.1 hereof, is located, an

easement is hereby granted upon the Lot for errors in construction of the party wall, minor inaccuracies in survey, and for movement of the party wall due to settling of the Improvements or otherwise.

5.1.6 Easements are hereby reserved throughout the property by Developer for its use and the use of its agents, employees, licensees and invitees for all purposes in connection with the development of the Property and Aberdeen. Developer retains the right to maintain an office located, in its discretion, on the Property until such time as all Lots within Aberdeen owned by Developer have been sold to Owners other than Developer and closed. Developer may also construct and maintain a sales agency office, together with a sign or signs on Lots of its choice within the Property, and the Common Property, so long as Developer is the owner of any property within Aberdeen.

5.1.7 An easement is hereby granted to members of the Club and their guests, and to the Club Owner and its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course located within Aberdeen and to permit the doing of every act necessary and incident to maintaining the Club Facilities. These acts shall include, but not be limited to, the recovery of golf balls from Lots, the flight of golf balls over and upon the Lots, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining Club Facilities, together with all such other common and usual activities associated with the game of golf and

with all the common and usual activities associated with the maintenance and operation of Club Facilities. Developer shall have the right to prescribe in writing to the Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, the Developer may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner and place of doing all or certain of the acts authorized by this easement.

5.2 Additional Easements. Developer, the Association, and the Master Association shall have the right to grant additional easements, permits and licenses throughout the Property for utilities, cable television services, roads and for such other purposes as the Developer, the Association, and the Master Association may deem to be in the best interests of the Owners, or reasonably necessary or useful for the proper maintenance or operation of the Property.

5.3 Restriction on Owner Easements. No Owner, other than Developer shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE 6

ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. All Assessments made by the Association shall be collected by the Association or such agent as shall be designated by the Association for collection of Assessments.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property and the Lake Easements,

maintenance of that portion of the Lots outside of the Units and the exterior of the Units, as hereinafter set forth, payment of amounts assessed by the Master Association, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property; payment of amounts assessed by the Master Association: property taxes and assessments against and insurance coverage for the Common Property; legal and accounting fees; maintenance of any streets dedicated or reserved to the Association; maintenance and repair of the Waterford at Aberdeen Pool and Cabana; management fees: normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; maintenance of the reserve account required pursuant to the By-Laws of the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; maintenance of that portion of the Lots outside of the Units and the exterior of the Units, as hereinafter set forth; maintenance of the Lake Easements; the creation of reasonable reserves (the Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Property. The reserve fund shall be maintained from the General Assessments for Common Expenses, collected by the Association); and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation, enforcement and for the promotion of the safety and welfare of the Owners.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Lots, except Unimproved Lots, shall be assessed at a uniform rate to be determined by the Association, so that all Lots (except Unimproved Lots) subject to a general Assessment shall be assessed equally.

Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have authority to levy additional general Assessments to meet such needs. General Assessments shall be payable in advance on a monthly basis.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of property by the Association; the cost of construction of capital Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of the Common Property including the Waterford at Aberdeen Pool and Cabana or any capital Improvement, and including the necessary fixtures and personal property related thereto; including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each Director and Officer of the Association; and any other expenses included in the budget adopted annually by the Association. All Lots, except Unimproved Lots, shall be assessed at a uniform rate. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Lot, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure his approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

6.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying emergency special Assessment include, but are not limited to, hurricanes, floods and fires. Emergency special

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Assessments shall be collected in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements to the Common Property, or any other property to be maintained by the Association, necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests, or for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform. The Association shall have the right to enter onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collected in such manner as the Board of Directors shall determine.

6.7 Special Assessments for Non-Compliance: In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment against an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws, rules and regulations or Traffic Regulations of the Association, provided that the following procedures are followed:

6.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors Meeting at which the Owner shall present testimony as to why the Special Assessment should not be imposed.

6.7.2 Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the Notice, at which meeting a hearing

shall be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

6.7.3 Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner in the event a violation is found:

6.7.3.1 First Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$100.00.

6.7.3.2 Second Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$500.00.

6.7.3.3 Third and Subsequent Non-Compliance Violation or Violations which are of a Continuing Nature: A fine in an amount not in excess of \$1,000.00.

6.7.4 Due Date of Special Assessment. A Special Assessment as provided in this ARTICLE shall be due and owing not later than thirty (30) days after the written decision as provided in Section 6.7.2 above.

6.8 Effect of Non-Payment of Assessment. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an 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 (and in the absence of such law, at such interest rate as the Board of Directors of the Association may decide from time to time) from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made and shall also be the

continuing personal obligation of the Owner thereof; provided however, that such personal obligation shall not pass to a successor in title to a Lot unless assumed by such successor in title. The Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid Assessment, the rate of interest due thereon 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 Association may declare the entire annual unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorneys' fees. 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 and costs, including attorneys' fees, incurred by the Association. Any successor in title to a Lot shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

6.9 Additional Assessments. The Assessments provided for herein shall be in addition to any other Assessments or charges which may be levied by the Master Association.

6.10 Certificate of Assessments. The Association shall prepare a roster of the Members, their respective Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members at reasonable business hours. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and the amount which is due as of the date of the Certificate. As to parties without knowledge of

error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.11 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination.

6.12 Payments by Developer. Prior to the Turnover Meeting, in lieu of the payment of any Assessments, Developer shall be responsible only for the payment of that portion of the Common Expenses over and above the budgeted assessments payable by the other Members. After the Turnover Meeting, Lots owned by the Developer, except Unimproved Lots, shall be assessed in like manner as other Lots.

6.13 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

- 6.13.1 All property dedicated or reserved to or owned by the Association and the Master Association.
- 6.13.2 All property dedicated to or owned by the water management district, water control district or

other party responsible for maintenance of the water management system within Aberdeen.

6.13.3 Any portion of the Property dedicated to the County.

6.13.4 Any portion of the Property exempted from and valorem taxation by the laws of the State of Florida.

6.13.5 Any Unimproved Lots.

6.14 Submission of Financial Report. The Association shall furnish all Mortgagees with copies of the financial statements of the Association, upon written request therefor to the Association.

6.15 Initial Capital Contribution. In addition to all of the foregoing Assessments, Owners shall also be required to pay, at the time of the closing of their Lot, a sum equal to two (2) months general Assessments, assessed against a Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one-time contribution to be made by the initial purchaser of Lot from Developer. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association and the Owners.

ARTICLE I

MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Common Property, including without limitation, the Waterford at Aberdeen Pool and Cabana and other areas as set forth below.

7.1.1 The exterior of each Unit, including the roof and exterior walls of the dwelling and attached garage,

the painting of the exterior surfaces, and the maintenance of the landscaping on each Lot, (provided such landscaping was installed by the Developer), but not including doors, windows, screens, exterior fixtures, and mailboxes, which shall be maintained by the Owners.

7.1.2 In the event that any Owner fails to properly maintain any property that the Owner is required to maintain, the Association shall have the right to make any repairs or replacement as it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs or replacements.

7.1.3 The Lake Easements, which are to be maintained by the Association, in accordance with the provisions of this Declaration.

7.2 Owner Responsibilities. The owner of each lot shall be responsible for maintenance of the interior areas of the Unit, including the garage, driveway, and the doors, windows, screens and exterior fixtures of the Unit, and the mailbox. The owner of each Lot shall be responsible for the maintenance of any landscaping placed by the Owner on the Lot; provided, however, that no landscaping whatsoever may be installed by an Owner on a Lot without the approval of the Association, as set forth in Section 9.1.17 hereof. The expense of any maintenance, repair or construction of any portion of the Common Property or the exterior of any Unit necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an individual Assessment for such expense. Extraordinary repairs or replacements beyond the normal maintenance performed by the Association, but not resulting from a casualty covered by insurance, shall be timely performed by the individual owner at his own expense, subject to the Association's satisfaction that such repairs or replacement

comply with the restrictions contained in Articles 8 and 9 hereof.

The Board of Directors of the Association shall determine in its sole discretion, which repairs and replacements are "normal" and performed by the Association, and which are extraordinary and performed by an Owner. In the event the Owner fails to perform its responsibilities, as aforesaid, the Association shall have the right, but not the obligation, to perform such maintenance and to assess the costs thereof against such Owner and his Lot as an individual Assessment, pursuant to Article 6 of this Declaration. The Association and its agents and employees shall have an irrevocable right of access to all lots to make emergency repairs, to do maintenance and repair work required to be performed by the Association pursuant to the terms hereof, and to do such other work reasonably necessary for the proper maintenance and operation of the Property.

ARTICLE 8

ARCHITECTURAL CONTROLS

It is the intent of the Developer to create within the Property a residential community of high quality and harmonious improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained within the Property nor shall any addition, change or alteration be made to any Improvements unless and until the plans, specifications and location of same shall have been submitted to and approved in writing by the Architectural Review Board of the Master Association. The procedures to be followed by the A.R.B. shall be set forth in the Master Declaration and in the rules, regulations and standards as may be adopted by the A.R.B. from time to time.

ARTICLE 9

USE RESTRICTIONS

9.1 Restrictions on Use of Lots and common Property.

9.1.1 Residential Use. All lots shall be used only as single family, private, residential dwellings and for no other

purpose. "Single Family" shall mean and refer to either a single person occupying a Unit and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

9.1.2 No Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household and guests. no business or commercial activity shall be permitted on any Lot, nor shall any business be conducted on any part thereof. The foregoing restrictions shall not apply to the Developer.

9.1.3 Pets. Owners may keep no more than two (2) "Domestic Pets", provided that no such pets are kept, bred or maintained for any commercial purpose. For purposes hereof, the term "Domestic Pets" shall refer to dogs, cats, tropical fish and birds and shall specifically exclude all other types of animals or pets. All dogs must be on a leash or carried when on the Property; however, no pets shall be permitted within any recreational areas, including, without limitation the Waterford at Aberdeen Pool and Cabana, under any circumstances. It shall be the pet owner's obligation to remove the pet's waste material from all property maintained by the Association. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board of Directors shall give written notice thereof to the

pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

- 9.1.4 Boats. Boat mooring facilities on any lake shall be limited only to facilities which may be provided by the Master Association. No one other than the Developer and the Master Association shall be permitted to install docks, moorings or similar structures or to keep or moor boats on the lakes. In no event shall motor powered boats be permitted, nor shall any boats be permitted to be stored or kept on boat trailers, on any lawn or driveway or on Common Property adjacent to the lakes. Boats may be stored in garages, provided they are not visible to outside view.
- 9.1.5 Temporary Structures. No temporary buildings, structures or tents, either with or without living sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property.
- 9.1.6 Insurance. No owners or occupants of a Lot shall permit or suffer anything to be done or kept within his or their Lot to make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.
- 9.1.7 Nuisances. No use or practice which is, in the sole opinion of the Board of Directors of the Association, either an annoyance to other Owners or an interference with the peaceful possession and proper use of the Property by Owners, shall be allowed. No Owner and no occupants of a Lot shall commit or permit any nuisance or illegal activity in or about the Property.
- 9.1.8 Outside Displays. No Owner and no occupants of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or their Lot, including reflective film, nor place any furniture or equipment outside the Improvements on his Lot except with the

prior written consent of the Association. This provision shall not apply to the Developer.

- 9.1.9 Antennae. No radio, television or other electronic antennae, aerial, or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Common Property (unless installed by Developer or the Association) or the exterior of any Lot or Unit without the prior written approval of the Association.
- 9.1.10 Motor Vehicles. No vans, campers, recreational vehicles, commercial vehicles (other than in connection with pick ups and deliveries) or inoperative vehicles shall be stored or parked within the Property, or on any Lot, unless parked in a garage with closed doors out of public view, nor shall any motor vehicles be repaired on the Property or on any Lot. For purposes of this subsection, any vehicle weighing in excess of one-half (1/2) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association.
- 9.1.11 Exterior Alterations. No structural changes, exterior color changes, alterations or additions shall be made or added to any Unit or Lot without the prior written approval of the A.R.B..
- 9.1.12 Trash Containers. All trash containers and contents thereof shall be stored in an area not visible from the Streets or adjoining Lots. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.
- 9.1.13 Awnings. no awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings,

canopies or shutters have been approved in writing by the A.R.B..

- 9.1.14 Parking. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways and garages of Lots and other paved surfaces designated by the Association.
- 9.1.15 Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted, unless obscured from public view.
- 9.1.16 Signs. No sign of any kind shall be displayed to the public view on any portion of the Property, including without limitation, any sign advertising the property for sale or for rent, except such signs as are placed by the Developer. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of the Unit or on any fences on the Property, nor on the Common Property, nor on dedicated or reserved areas, nor on entryways or any vehicles within the Property, except such as are placed by the Developer.
- 9.1.17 Landscaping. No Owner shall place any landscaping on his lot outside his Unit or on the Common Property without the express prior written consent of the Association. In the event an Owner shall obtain such consent, the landscaping shall be maintained by the Owner, at his own cost and expense.
- 9.1.18 No Excavation, Mining or Drilling. Excavation, mining or drilling on the Property shall not be permitted.
- 9.1.19 Waterford at Aberdeen Pool and Cabana. Use of the Waterford at Aberdeen Pool and Cabana shall be totally at the risk of those individuals using said pool and cabana and not at the risk of the Association or the Developer. Neither the Association nor the Developer shall be liable for the negligence of any party in connection with the use of the Common Property, the Waterford at

Property.

9.2 Additional Rules and Regulations. The Developer, until the Turnover Meeting, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Declaration. Provided, however, no rules and regulations shall be adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property, without the prior written consent of the Developer, in accordance with the provisions of Section 3.6.3 hereof.

9.3 Exemption for Developer; Developer's Easements: The provisions of this Article 9 shall not apply to the Developer, so long as the Developer owns any property in Aberdeen or is doing construction or repair work in Aberdeen. In addition to the property rights granted in this Declaration to the Developer, as an Owner or otherwise, the Developer is extended the right to enter upon the Property at any time and in any way reasonably necessary to allow the Developer to construct, sell, or promote in this subdivision or any contiguous subdivision or to carry out any responsibility of the Developer to Owners in such subdivisions.

9.4 Appeals and Variances. As to those restrictions contained in this Article 9 that are to be enforced by the A.R.B., the procedures for appeals and variances shall be as established by the A.R.B.. As to those restrictions contained in this Article 9 that are to be enforced by the Association, the procedures for appeals and variances shall be as established by the Board of Directors of the Association pursuant to Section 6.7 hereof.

9.5 Enforcement. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation, rules and regulations or Traffic

Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof, the right to impose a special Assessment for non-compliance, as provided herein, and, in the event of a failure to pay Assessments or to abide by the architectural restrictions in the Declaration and the Master Declaration, the right to foreclose its lien, as provided herein and in the Master Declaration. All costs and expenses incurred by the Association in any such proceeding, inclusive of attorneys' fees and costs (whether or not litigation is instituted) including such costs and attorneys fees on appeal, shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding.

ARTICLE 10

PARTY WALLS

It is hereby declared that upon the completion of each of the Units to be constructed upon the Property, the following terms shall apply:

10.1 Party Walls. . The common walls separating the Units shall be party walls for the perpetual benefit of, and use by the Owners of the Units, including their permitted heirs, successors, assigns, and grantees.

10.2 Maintenance. In the event of damage or destruction of the party wall from any cause other than the negligence or willful misconduct of an Owner or the occupants of a Lot, to the extent not covered by insurance, the Owners sharing the party wall shall share equally in the cost of repairing or rebuilding the party wall, and each shall have the right to full use as specified herein of the wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, the expense shall be shared equally

by the Owners of the adjoining Units. Whenever a wall shall be rebuilt, it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality; provided however, that if any maintenance, repair or construction is necessitated solely by the negligence or willful misconduct of an Owner, or the occupants of a Lot, any expense incident thereto shall be borne solely by such Owner and the occupants of such Lot. If an Owner shall refuse to pay his share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other Owners sharing the party wall may perform the maintenance, repair or construction and, in such event, shall be entitled to a lien on the Lot of the Owner who has failed to pay. If an Owner shall have given a mortgage upon his Lot, then the Mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Mortgagee for repair hereunder and not reimbursed too the Mortgagee by the Owner.

10.3 Use of Party Wall. Each Owner sharing a party wall shall have the right to the full use of the party wall for whatever purpose or purposes he chooses, subject to the limitation that the use shall no infringe upon the rights of any other Owner sharing the party wall, or in any manner impair the value or structural integrity of the wall, or in any manner violate the rules and regulations of the Association or the provision of this Declaration. If an Owner shall cease to use a party wall as such, he shall be deemed to have abandoned all rights thereto, and such wall shall become the property of the adjacent Owner, who shall have an easement upon the land underlying such wall so long as the wall shall be used by such adjacent Owner or his permitted heirs, successors, assigns and grantees. Any Owner removing Improvements from a party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent Owner in the wall, and shall save the adjacent Owner harmless from all damage

caused thereby to Improvements then existing. In the event repairs or reconstruction shall be necessary, entries in the adjacent Unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter in the adjacent Unit to effect necessary repairs and reconstruction.

10.4 Restrictions on Alterations. No Owner shall have the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes thereto.

ARTICLE 11

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association for itself, and as agent for the Members without naming them, and as agent for Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to any such mortgagees. The policies shall provide that payment by the insurer for losses shall be made to the Association for the benefit of the Members and Mortgagees, as their interests may appear. The Owners shall purchase insurance on their individual Lots, which Lots shall be insured at their maximum insurable replacement cost; provided, however, all other variables of insurance coverage on the respective Lots may be as each Owner deems appropriate.

11.2 Coverage.

11.2.1 Casualty Insurance. All insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost, and all personal property owned

by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. If available, the Association shall also obtain an Agreed Value Amount and Inflation Guard Endorsement providing coverage in the minimum amount of \$50,000 for each incident and Construction Cost Endorsements, such as Demolition Cost Endorsements, Contingent Liability From Operation of Building Laws Endorsements, and Increased Cost of Construction Endorsements. The casualty insurance policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

- 11.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property, and insuring the Association, the Members and Mortgagees as their interests may appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance or use of the Common Property and any legal liability arising in connection with employment contracts to which the Association is a party provided that the minimum amount of coverage shall be \$500,000 each person, and \$1,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

11.2.3 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

11.2.4 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state or local law.

11.2.5 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine from time to time to be desirable.

11.2.6 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

11.3 Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

11.4 Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of Members and Mortgagees in the following shares, which shares need not be set forth on the records of the Association:

11.4.1 Common Property. Proceeds on account of damage to Common Property shall be an equal undivided share for each Member.

11.4.2 Mortgagees. In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged

Improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration.

11.5 Distribution of Proceeds. proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

11.5.1 Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members and Mortgagees as their interest may appear.

11.5.2 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members and Mortgagees as their interests may appear. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be distributed to the Members and Mortgagees as their interests may appear.

11.6 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointment agent for each Member and for each Mortgagee or other lien holder,

for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE 12

RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1 Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

12.1.1 Common Property. If the damaged improvement is part of the Common Property, the damaged improvement shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.

12.1.2 Lot. If the damaged property is Improvements on Lots, the damaged improvements shall be reconstructed or repaired unless all affected Owners and Managers of the Association and the A.R.E. agree that the damaged improvements shall not be reconstructed or repaired.

12.2 Plans and Specifications. All reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or, if none, then according to plans and specifications approved by the Board of Directors of the Association.

12.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

12.4 Special Assessments. Unless the damage was caused by the gross negligence or willful act of a Member, in which case

such Member shall be liable, the amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members as a special Assessment. If the proceeds of such special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction, replacement and repair, the funds for the payment of the costs of reconstruction, replacement and repair are insufficient, special Assessments shall be made against the Members in the following manner to provide funds for the payment of such costs:

12.5 Construction Funds. The funds for the payment of costs of reconstruction, replacement and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from special Assessments against Members, shall be distributed in payment of such costs in the following manner:

12.5.1 Association - Greater Damage. The proceeds of insurance collected on account of a casualty, and the cost of special Assessments made by the Association, in order to provide funds for payment of reconstruction, replacement and repair, shall constitute a construction fund which shall be held by the Association and thereafter disbursed in payment of the costs of reconstruction, replacement and repair in the following manner and order:

12.5.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.3 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect or general contractor qualified to practice in Florida and employed by the Association to supervise the work.

12.5.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members.

12.6 Equitable Relief. In the event of major damage to or destruction of part of the Common Interest, or improvements to Lots, and in the event the property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to petition a court of equity having jurisdiction in the County, for equitable relief.

ARTICLE 13

SALE, RENTAL OR OTHER ALIENATION OF LOTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any Owner other than the Developer and any Mortgagee who acquires title to a Lot through foreclosure or any proceeding or deed in lieu of foreclosure shall be subject to the following provisions, which provisions each Owner covenants to observe:

13.1 Transfers Subject to Approval.

- 13.1.1 Sale of Lease. No Owner may dispose of a Lot or any interest in a Lot by sale or lease without written approval of the Association. Each Lot may be leased only one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months.
- 13.1.2 Gift. If any Owner shall acquire title by gift, the continuance of the ownership of the Lot shall be subject to the approval of the Association.
- 13.1.3 Devise or Inheritance. If any Owner shall acquire title by devise or inheritance, the continuance of ownership of the Lot shall be subject to the approval of the Association.
- 13.1.4 Other Transfers. If any Owner shall acquire title by any manner not mentioned in the foregoing subsections, the continuance of ownership of the Lot shall be subject to the approval of the Association.
- 13.1.5 Corporations, Partnerships and Trusts. Changes of beneficial ownership of a Lot through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or trust shall constitute a transfer of the Lot, and occupancy and continuance of ownership of the Lot shall be subject to approval of the Association.
- 13.1.6 Application Form and Fee. All applications for approval of transfer shall be submitted to the Association on the form prescribed by the Association. A processing fee of Fifty Dollars (\$50.00) may be charged to the transferor of the Lot, which fee shall

accompany the application. This fee may be increased or decreased at any time, in the discretion of the Association.

13.2 Approval by the Association. The approval of the Association that is required for the transfer of ownership or lease of Lots shall be obtained in the following manner:

- 13.2.1 Sale or Lease. An owner intending to make a bona fide sale or lease of his Lot or any interest in it, shall give to the Association notice in writing of such intention, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchase or lessee as the Association may reasonably require, together with an executed copy of the proposed sales contract or lease.
- 13.2.2 Gift, Devise or Inheritance, Other Transfers. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association notice in writing of the acquisition of title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing such Owner's interest.
- 13.2.3 Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a lot, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. The Association may deny the unauthorized Owner, lessee, or occupant

of a Lot the use of the Common Property and may take such other action at law and/or in equity to divest the unauthorized Owner, lessee or occupant of record title and possession of the Lot.

13.3 Certificates of Approval shall be given in the following manner:

13.3.1 Sale or lease. If the proposed transaction is a sale or lease then, within twenty-five (25) days after receipt of the required notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

13.3.2 Gift, Devise or Inheritance, Other Transfers. If the Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner then, within twenty-five (25) days after receipt of the required notice and information, the Association must either approve or disapprove the continuance of the ownership of the Lot. If approved, the Board of Directors shall cause a Certificate of Approval to be executed by any officer of the Association.

13.4 Disapproval by Association. If the Association disapproves a transfer of ownership of a Lot, the matter shall be disposed of in the following manner:

13.4.1 Sale. If the proposed transaction is a sale, then within twenty-five (25) days after receipt of the required notice and information, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Owner must sell the Lot in accordance with the terms stated in the disapproved contract to sell. A

judgment of specific performance of the sale may be entered in any court of competent jurisdiction.

13.4.2 Lease. If the proposed transaction is a lease and if the notice of lease given by the Owner shall so demand, then within twenty-five (25) days after receipt of such notice and information, the Association shall deliver by certified mail to the Owner a written statement of the reasons for disapproval of the proposed transaction.

13.4.3 Gifts, Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within twenty-five (25) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Owner must convey the Lot upon the following terms:

13.4.3.1 The sale price shall be the fair market value determined by agreement between seller and purchaser within twenty-five (25) days from the delivery of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Lot, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by seller and purchaser.

13.4.3.2 The purchase price shall be paid in cash.

13.4.3.3 The sale shall be closed within ten (10) days following the determination of the sale price.

13.4.4 Constructive Approval. If the Association shall fail to provide a purchaser for a Lot as required hereinabove, or if a purchaser furnished by the Association shall default in his agreement to purchase the Lot, then notwithstanding the Association's disapproval, the proposed transaction or ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Owner.

13.4.5 Mortgage. No Owner may mortgage his Lot or any interest in it without the approval of the Association, except to a Mortgagee. The approval of any other mortgage shall be upon such conditions as shall be determined by the Association, in its sole discretion.

13.5 Transfer Void. Any sale, lease, gift, devise, other transfer or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13.6 Exceptions. The foregoing provisions of this Article shall not apply to any sale, lease, gift, devise or other transfer to a Mortgagee that acquires title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure or any proceeding or deed in lieu of foreclosure; nor shall such provisions apply to a transfer, sale, or lease by a Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchase who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution

sale, foreclosure sale, judicial sale, or tax sale; nor shall such provisions apply to any transfer or lease to the Developer, or to any transfer or lease from the Developer.

ARTICLE 14

INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

Every Director and Officer and Committee Member of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, Officer or Committee Member whether or not he is a Director, Officer or Committee Member at the time such expenses are incurred, except in such cases where the Director Officer or Committee Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or Committee Member seeking such reimbursement or indemnification, the

the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or Committee Member may be entitled.

ARTICLE 15

CLUB MEMBERSHIP

Subject to the provisions in Article 9 of the Master Declaration, the Club Facilities shall be developed and provided at the discretion of the Club Owner. Rights to use the Club Facilities will be on such terms and conditions as may be promulgated from time to time by the Club Owner. The Club Owner shall have the right, from time to time, in its sole and absolute

discretion and without notice, to amend or waive the terms and conditions of use of the Club Facilities specifically including, without limitation, the terms of eligibility for use, privileges available to use such facilities, the categories of use and the number of users permitted to use any of the Club Facilities, to reserve use rights for future Owners or non-Owners or to terminate any and all use rights. Ownership of a Lot does not confer any membership or ownership rights in the Club. Owners of Lots shall have the right to apply for membership in the Club on terms and conditions established and existing for the Club at the time the Owner's subscription for a membership or ownership right in the Club is submitted. In the event an Owner is accepted as a member of the Club, he shall be subject to such documents and such rules and regulations of the Club as are established and existing at the time of his acceptance, as the same may be amended from time to time, and shall be required to pay such equity membership fees, dues and other amounts as may be required by the Club from time to time.

ARTICLE 16

GENERAL PROVISIONS

16.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by or granted to Developer or the Association may be assigned by Developer or the Association, as the case may be. After such assignment, Developer or the Association, as the case may be, shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

16.2 Amendment. This Declaration may be amended from time to time by recording among the Public Records of the County an instrument executed by the President and attested to by the Secretary of the Association, indicating (if required pursuant to the terms hereof) that a meeting called for purposes of amendment was held, and that the requisite number of Members formally

approved the amendment, subject, however, to the following provisions:

- 16.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least seventy-five percent (75%) of the votes of Members; provided that until such time as the Developer relinquishes control of the Association, all amendments must include the joinder of Developer.
- 16.2.2 Subject to the requirements in Sub-Section 16.2.4 of the Declaration, as long as Developer owns any property within the Property, the Developer shall have the absolute and unconditional right to alter, modify, supplement, change, revoke, rescind or cancel any or all of the provisions contained in this Declaration including, but not limited to provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder and consent of the Owners, the Association of any other individual or entity and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire property or only specific portions of the Property, but shall be subject to applicable government approvals.
- 16.2.3 For the limited purpose of subjecting additional real property within the Aberdeen P.U.D. to this Declaration, this Declaration may be amended by Developer at any time prior to the Turnover Meeting, without the joinder or consent of any other Owners, Mortgagees or any other party.
- 16.2.4 In addition to other government approvals which may be required, any amendment to this Declaration which would affect the surface water management system, including the water management portions of

the Common Property, must have the prior approval of the South Florida Water Management District.

16.2.5 No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of a plat containing open space may be vacated if the effect of such vacation would not reduce the total open space within the Property below the requirements of Section 500.21 of the County Zoning code.

16.2.6 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

16.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing and by all Mortgagees, have been recorded agreeing to change or terminate these covenants and restrictions.

16.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall insure to the benefit of Developer, the Association and the Owners of Lots within the Property.

16.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and against the Property

subject hereto to enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration then any Member may do so. The failure or refusal of Developer, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

16.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association as of the time of such mailing. Notices to Mortgagees shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Mortgagee on the records of the Association at the time of such mailing. Each Owner shall notify the Association of all mortgages encumbering a Lot and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a Lot may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage. The Association shall not be liable to any party for failure to obtain from any Owner information regarding a mortgage encumbering a Lot or for failure to provide any party with notice of such information.

16.7 Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the Mortgagee, insurer or guarantor and the Lot number or address, any Mortgagee, insurer or guarantor shall be entitled to receive timely written notice of the following:

- 16.7.1 Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
- 16.7.2 Any sixty (60)-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which the Mortgagee holds a mortgage;

16.7.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

16.7.4 Any proposed action that requires the consent of a specified percentage of Mortgagees.

16.8 Rights of Owners and Mortgagees. Current copies of the Declaration, Articles of Incorporation, By-Laws, rules and other books, records, legal documents and financial statements of the Association shall be open to inspection, upon request, by Owners and all Mortgagees, lenders and guarantors of any first mortgage on a lot, and their authorized representatives during normal business hours or under other reasonable circumstances.

16.9 Additional Restrictions. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations, Assessments, liens and other terms and provisions set forth in the Master Declaration and the articles of incorporation and by-laws of the Master Association and the rules and regulations adopted by the Master Association, as the same may be amended from time to time.

16.10 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

16.11 Severability. Invalidity of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

16.12 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, Developer has caused this Declaration to

be executed the day and year first above written

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD, an
Illinois limited partnership
authorized to transact business
in the State of Florida

By: U.D.C. ADVISORY SERVICES,
INC., an Illinois corporation
authorized to transact business
in the State of Florida, its
general partner

Robert L. Capanna
Robert L. Capanna

Jeffrey S. Elsner
Jeffrey S. Elsner
Assistant Secretary

(Corporate Seal)

JOINDER OF ASSOCIATION

THE WATERFORD AT ABERDEEN ASSOCIATION, INC., a Florida
corporation not for profit, hereby joins in this Declaration of
Covenants and Restrictions for Waterford at Aberdeen for the sole
purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered
in the presence of:

WATERFORD AT ABERDEEN ASSOCIATION,
INC., a Florida corporation not
for profit

Patricia Jossen
Paulette Harper

By: *Wm. Hammersley*
Wm. Hammersley
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
27 day of OCTOBER, 1988, by JEFFREY S. ELSNER,
the Assistant Secretary of U.D.C. ADVISORY SERVICES, INC., an
Illinois corporation, as general partner of REALTY DEALERS, LTD, an
Illinois limited partnership, for and on behalf of the limited
partnership.

My Commission Expires:
JANUARY 1, 1992.
NOTARY PUBLIC

Joanne C. Dolan
Joanne C. Dolan
NOTARY PUBLIC

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
27 day of OCTOBER, 1988, by WILLIAM HAMMERSLEY,
the President of Waterford at
Aberdeen Association, Inc., a Florida corporation not for profit,
for and on behalf of the corporation.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES JUNE 16, 1992.
BONDED TRUE NOTARY PUBLIC UNDERWRITERS

Joanne C. Dolan
Joanne C. Dolan
NOTARY PUBLIC
(Notarial Seal)

EXHIBIT A

WATERFORD AT ABERDEEN

LEGAL DESCRIPTION

All of the Plat of ABERDEEN - Flat No. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book No. 60, at Pages 41 through 43 inclusive.

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1285.01

OCT-13-1989 10:21am 89-294063

ORB 6225 Pg 1143

✓ This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq.
Wilkinson and Wilkinson
324 Datura Street
Suite 130
West Palm Beach, Florida 33401

FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND
RESTRICTIONS FOR WATERFORD AT ABERDEEN

THIS FIRST AMENDMENT, made and executed this 2nd day of
October, 1989 by REALTY DEALERS, LTD., an Illinois
limited partnership authorized to transact business in the State
of Florida ("Developer"),

W I T N E S S E T H:

WHEREAS, Developer executed a certain Declaration of
Covenants and Restrictions for Waterford at Aberdeen on October
27, 1988, and recorded in Official Record Book 5860, Page 1078,
in the Public Records of Palm Beach County, Florida (the
"Declaration"); and

WHEREAS, pursuant to sub-section 16.2.2 of the Declaration,
the Declaration may be amended by Developer at any time so long
as Developer owns any property within the Property; and

WHEREAS, Developer owns property within the Property; and

WHEREAS, Developer wishes to amend the Declaration as
hereinafter set forth.

NOW THEREFORE, in accordance with Sub-Section 16.2.2 of the
Declaration, Developer hereby amends the Declaration as follows:

1. Paragraph 1.12 of the Declaration which inadvertently
contained the wrong information, is hereby deleted and replaced

by the following:

1.12 "Developer" shall mean and refer to Realty Dealers, Ltd., an Illinois limited partnership authorized to transact business in the State of Florida, its successors and assigns.

2. The first sentence of paragraph 4.3 of the Declaration is hereby deleted and replaced by the following:

The Association shall, either by virtue of the appointment of a real estate management agent or through its own personnel, be responsible for the maintenance and repair of the Common Property, including without limitation that certain swimming pool and cabana which may be located on the Property and which is for the exclusive use and benefit of Members of the Association, their tenants, family and guests (the "Waterford at Aberdeen Pool and Cabana"), that portion of the Lots outside the Units, as hereinafter set forth, and the exterior of the Units, as hereinafter set forth.

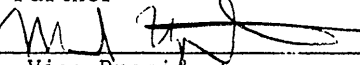
3. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Developer has caused this First Amendment to the Declaration to be executed in its name on the day and year first above written.

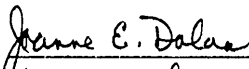
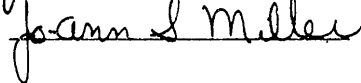
Signed, sealed and delivered in the presence of:

REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in the State of Florida

By: U.D.C. ADVISORY SERVICES, INC., an Illinois corporation authorized to transact business in the State of Florida, as General Partner

By: 
Vice President

(CORPORATE SEAL)



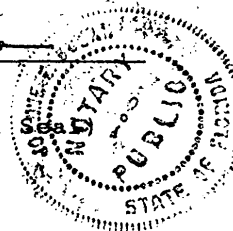
STATE OF FLORIDA)
COUNTY OF PALM BEACH) S.S.:

The foregoing instrument was acknowledged before me this 2nd day of October, 1989, by MARK UFTON, the Vice President of U.D.C. ADVISORY SERVICES, INC. an Illinois corporation, as general partner of REALTY DEALERS, LTD., an Illinois limited partnership, for and on behalf of the limited partnership.

Jaime C. Dalan
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: JUNE 16, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Impression Notarial



1285.01

032290
1285.007

APR-11-1990 03:42PM 90-104583

ORB 6417 Pg 106

This instrument was prepared by
and should be returned to:
Michelle C. Wilkinson, Esq.
Wilkinson and Wilkinson
324 Datura Street
Suite 130
West Palm Beach, Florida 33401

SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND
RESTRICTIONS FOR WATERFORD AT ABERDEEN

THIS SECOND AMENDMENT, made and executed this 4TH day of
APRIL, 1990 by REALTY DEALERS, LTD., an Illinois
limited partnership authorized to transact business in the State
of Florida ("Developer"),

W I T N E S S E T H:

WHEREAS, Developer executed a certain Declaration of
Covenants and Restrictions for Waterford at Aberdeen on October
27, 1988, and recorded in Official Record Book 5860, Page 1078,
in the Public Records of Palm Beach County, Florida, as amended
(the "Declaration"); and

WHEREAS, pursuant to sub-section 16.2.2 of the Declaration,
the Declaration may be amended by Developer at any time so long
as Developer owns any property within the Property; and

WHEREAS, Developer owns property within the Property; and

WHEREAS, Developer wishes to amend the Declaration as
hereinafter set forth.

NOW THEREFORE, in accordance with Sub-Section 16.2.2 of the
Declaration, Developer hereby amends the Declaration as follows:

1. The first sentence of Paragraph 9.1.3 of the
Declaration is hereby deleted and replaced by the following:

Owners may keep no more than three (3) "Domestic Pets", provided that no such pets are kept, bred or maintained for any commercial purpose.

2. Except as expressly amended hereby, the Declaration and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Developer has caused this Second Amendment to the Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

REALTY DEALERS, LTD., an
Illinois limited partnership
authorized to transact
business in the State of
Florida

By: U.D.C. ADVISORY
SERVICES, INC., an
Illinois corporation
authorized to
transact business in
the State of
Florida, as General
Partner

By: [Signature]
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) s.s.:

The foregoing instrument was acknowledged before me this 4th day of APRIL, 1990, by Mark Upton, the Vice President of U.D.C. ADVISORY SERVICES, INC. an Illinois corporation authorized to transact business in Florida, as general partner of REALTY DEALERS, LTD., an Illinois limited partnership authorized to transact business in Florida, for and on behalf of the limited partnership and the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

(Impression Notarial Seal)

1285.01

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WATERFORD AT ABERDEEN**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions of Waterford at Aberdeen at a meeting called for the purpose of amending the declaration on March 19, 1996. The amendment was approved by the affirmative vote of more than 75% of the members of the Association. The original Declaration is recorded in Official Records Book 5860, Page 1078 of the Public Records of Palm Beach County, Florida.

DATED this 9 day of September, 1996.

WATERFORD AT ABERDEEN ASSOCIATION, INC.

Sign: S. Echeverria
Witness

Albert T. Dorian
President
D 650-038-26-4650
1996

Print Name: Sandra Echeverria

Attest: S. Echeverria
Witness

Charles Goldstein
Secretary
6432-140-24-171-8
1996

Print Name: Sandra Echeverria

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

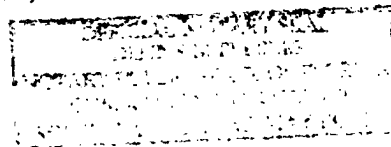
BEFORE ME personally appeared Albert T. Dorian, the President and Charles Goldstein, Secretary of Waterford at Aberdeen Association, Inc., who produced Florida ID License as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Waterford at Aberdeen Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 9 day of September, 1996.

George M. Schwind
Notary Public
My Commission Expires:

This instrument prepared by:
George Schwind, Esquire
ST. JOHN, KING & DICKER, E
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994
3731018.Crt

(SEAL)



PROPOSED AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WATERFORD AT ABERDEEN

ARTICLE 7

MAINTENANCE OF PROPERTY

7.1.4 Notwithstanding any contrary provisions in this Declaration or in other governing documents of Waterford at Aberdeen, the responsibility for the pressure cleaning of the driveway of each lot shall be the responsibility of the Association. The responsibility for all other maintenance, repair and replacement of the driveway or portions of the driveway shall be the responsibility of the owner of each lot. The Association Board will have sole discretion to determine when any driveway will be pressure cleaned.