



CFN 20040568811
 OR BK 17603 PG 0934
 RECORDED 10/06/2004 13:58:30
 Palm Beach County, Florida
 Dorothy H Wilken, Clerk of Court
 Pgs 0934 - 938; (5pgs)

NOT A CERTIFIED COPY

**CERTIFICATE OF AMENDMENT
 TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
 AND EASEMENTS FOR ADDISON GREEN AT ABERDEEN**

THIS CERTIFICATE OF AMENDMENT is executed this 30 day of September, 2004 by **ADDISON GREEN AT ABERDEEN ASSOCIATION, INC.**, a Florida corporation not-for-profit (hereinafter referred to as "Association").

RECITALS

A. The Association has been established for the operation of Addison Green at Aberdeen Association, in accordance with the Declaration of Covenants and Restrictions recorded April 27, 1998 in Official Records Book 10364, at Page 1437 of the Public Records of Palm Beach County, Florida as amended by the Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Addison Green at Aberdeen recorded on September 27, 2000 in Official Records Book 12038 at Page 823 of the Public Records of Palm Beach County, Florida (the "Declaration").

B. Amendments were proposed to Section 7 of Article VII of the Declaration, Sections 4 and 11 of Article X of the Declaration, Article X of the Declaration, Article XI of the Declaration and Section 8 of Article XIV of the Declaration, in accordance with the provisions of Section 8 of Article XIV of the Declaration at a duly noticed Annual Meeting of the Members held on the 11th day of December, 2003 (the "Annual Meeting").

C. A quorum of the Members was attained in person or by limited proxy at the Annual Meeting and the proposed Amendments were approved by at least two-thirds (2/3) of the Owners at the Annual Meeting as required by Article XIV of the Declaration.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
3. The duly adopted Amendments to Section 7 of Article VII of the Declaration, Sections 4 and 11 of Article X of the Declaration, Article X of the Declaration, Article XI of the Declaration and Section 8 of Article XIV of the Declaration are attached as Exhibit "A".

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 30 day of September, 2004.

Witnesses:

[Signature]

Print Name: PEGGY MONTGOMERY

[Signature]

Print Name: JOAN STAVA

[Signature]

Print Name: PEGGY MONTGOMERY

[Signature]

Print Name: JOAN STAVA

ADDISON GREEN AT ABERDEEN ASSOCIATION, INC., a Florida corporation not-for-profit

BY: [Signature]
Murray Iseman, President

BY: [Signature]
Lila Richman, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30 day of September, 2004, by Murray Iseman as President and Lila Richman as Secretary of Addison Green at Aberdeen Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced Florida D.L. as Identification) and (did)/(did not) take an oath.



Darin J. Gurewitz
Commission # DD096191
Expires Feb. 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Signature:
Name: Darin Gurewitz
My Commission Expires: 2-28-06

This instrument prepared by:
Laura M. Manning, Esquire
Siegfried, Rivera, Lerner,
De La Torre & Sobel, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134

H:\LIBRARY\CASES\4411\2040118\MA6227.DOC

**EXHIBIT 'A' TO THE CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
AND EASEMENTS FOR ADDISON GREEN AT ABERDEEN ASSOCIATION, INC.**

AMENDMENT TO SECTION 7 OF ARTICLE VII OF THE DECLARATION

New language is indicated by underscore type.

Section 7. WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon from Declarant an owner shall pay to the Association at the time legal title is conveyed to such Owner, a "working Fund Contribution." The Working Fund Contribution shall be an amount equal to a two months' share of the annual Association Expenses applicable to such Lot pursuant to the initial Budget (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget in effect at the time of closing). The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contribution may also be used to offset Association Expenses, both during and after the Guarantee Period and thereafter. Working Fund Contributions are not advance payments of individual Lot Assessments and shall have no effect on future individual Lot Assessments, nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Association Expenses and other expenses, Declarant may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 7 shall be paid directly to the Declarant in reimbursement of the advance, instead of to the Association.

All other Sections of Article VII of the Declaration remain unchanged.

AMENDMENT TO SECTION 4 OF ARTICLE X OF THE DECLARATION

New language is indicated by underscore type.

Section 4. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the drive and garage located upon each Lot and designated parking areas within the Association Property. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. A commercial vehicle is defined as any vehicle that has an advertisement affixed or contains the name of any business; a van that has no rear and side windows and any vehicle that has a commercial state tag. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

AMENDMENT TO SECTION 11 OF ARTICLE X OF THE DECLARATION

New language is indicated by underscore type.

Section 11. **SIGNS.** No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion of any building or other improvement in the Property. If the Aberdeen and Fairway Lakes Associations approve, the Board is empowered to authorize the use of a real estate sign at the front entrance of Addison Green at Aberdeen to inform of an "Open House". Such signs may only be posted one hour before the showing and removed immediately after the open house. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of Addison Green at Aberdeen or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

AMENDMENT TO ARTICLE X OF THE DECLARATION

New language is indicated by underscore type.

Section 20. ILLUMINATION OF CARRIAGE AND PORCH LIGHTS. All homes will have their carriage and porch lights illuminated at sunset until 11:00 p.m.

Section 21. WALKING PATHS. Vehicles may not obstruct walking paths.

Section 22. GATE FINES. Residents can be fined \$100 for knocking down a barricade arm at our entrance. Entry by tailgating (not activating the gates with an approved device) is subject to a \$25 fine. Residents are responsible for the actions of their invited guests.

All other sections of Article X remain unchanged.

AMENDMENT TO ARTICLE XI OF THE DECLARATION

New language is indicated by underscore type.

SALES, LEASES AND CONVEYANCES

In order to assure that Addison Green at Aberdeen be a community of congenial and responsible residents and that prospective purchasers will comply with the requirements of the Declaration and thus protect the value of the Homes, the sale, lease or transfer of Homes shall be subject to the following provisions.

Upon the sale, lease or transfer of a Home within Addison Green at Aberdeen, the Owner of the Home shall submit an age verification form to the Association prior to the effective date of the sale, lease or transfer of said Home. The age verification form shall be supplied by the Association and shall provide for the ages of the intended occupants and such other information as the Association may reasonably require. In accordance with Article X.2. D hereof, except as herein provided, an Owner shall not sell, lease or transfer his Home unless at least one (1) of the intended occupants of such Home is fifty-five (55) years of age or older at the time of occupancy. However, the Board shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions

set forth in Article X.2.D hereof, but not if more than twenty percent (20%) of the Homes in Addison Green at Aberdeen will not have an occupant fifty-five (55) years of age or older. The Association will have thirty (30) days to approve the sale, lease or transfer of a Home and such approval shall be in writing and in recordable form, signed by any two (2) officers of the Association and shall be given to the intended occupant. If the Association does not approve the sale, lease or transfer of a Home within the thirty (30) day period, then the sale, lease or transfer of a Home shall be deemed denied. No property may be leased for a duration of less than six (6) months during any calendar year.

All other sections of Article XI remain unchanged.

AMENDMENT TO PARAGRAPH 2 OF SECTION 8 OF ARTICLE XIV OF THE DECLARATION

New language is indicated by underscore type.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all lots; the majority of those lot owners who actually vote together with (ii) the approval or ratification of a majority of the Board. The afforementioned consent of the Owners owning two-thirds (2/3) of the Lots the majority of those lot owners who actually vote may be evidenced by a writing signed by the required number of Owners or the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. The Board must provide forty-five (45) days written notice between announcement of the issue and the deadline for the votes.