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Prepared by and return to:

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF ABERDEEN CREEK**

We, Linda F. Briggs, as President and Debbie August-Wise, as Secretary of Aberdeen Creek Homeowners Association, Inc. do hereby affirm that at the special meeting of the members of Aberdeen Creek Homeowners Association, Inc. held on February 25, 2009, the following amendments to the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek were approved by the affirmative vote of members entitled to cast not less than two thirds (2/3) of the votes of the membership:

I. Article II, Section 13(b) of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is amended to read as follows:

b. Any ~~sidewalks~~, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by Declarant as part of the subdivision improvements, shall be maintained by the Association in the same condition and appearance as constructed and created. ~~The Association shall establish reserves for the replacement of these subdivision improvements.~~

II. Article V, Section 1 of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is amended to read as follows:

Section 1. Assessments Established. For each Lot, Declarant covenants, and each Owner of a Lot by acceptance of the deed thereto whether or not it is so expressed in such deed is deemed to covenant and agree to pay to the Association:

- i. An annual assessment as provided in Section 2 of this Article; and
- ii. Special assessments, as provided in Section 3 of this Article; and
- iii. Specific assessments as provided in Section 4 of this Article; and

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- iv. All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- v. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7 below. ~~Each such assessment, together with excises taxes (if any), interests and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. Such personal obligations will not pass to Owner's successors in title unless assumed expressly in writing, however. An Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title.~~

The annual or special assessments on Lots owned by the Declarant shall be twenty-five percent (25%) of the corresponding assessments for Lots owned by other Owners. As an alternative in lieu of such assessments, Declarant may, at its sole option, pay the excess expenses of the Association, ~~including reserves~~, which exceed the amounts collected from Class A lot assessments.

III. Article V, Section 2 of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is amended to read as follows:

Section 2. Annual Assessment. The annual assessment shall be due on January 1 of each year. The annual assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Management District determines that the area is successful in accordance with the Environmental Resource Permit, ~~and the establishment of reserve accounts for all such items~~, and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area required to be maintained by the Association, and (iii) all other general activities and expenses of the Association.

IV. Article V, Section 8 of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is amended to read as follows:

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent and shall bear interest from its

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initial due date at the rate of eighteen (18) percent per year or the maximum rate of interest allowed by law. The Association may also charge an administrative late fee in an amount not to exceed the greater of twenty-five (25) dollars or five (5) percent of the amount of each installment that is paid past the due date. The Association may sue the Owner personally obligated to pay such assessment for a money judgment or it may foreclose its lien against such Owner's Lot or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

VI. Article VII, Section 15 of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is created to read as follows:

**ARTICLE VII
GENERAL COVENANTS AND RESTRICTIONS**

Section 15. Rental Restrictions. No Owner may lease or rent his Dwelling during the first one year of ownership of that Dwelling. For purposes of this section, a Dwelling is deemed to be leased or rented if it is occupied by any person other than the owner of that Dwelling who does not have a residence elsewhere while the owner of the Dwelling resides elsewhere. No Dwelling shall be leased or rented for a period of not less than one year. All leases and renewals of leases are subject to this Declaration, the Articles, the Bylaws and the lessee must be approved for occupancy in writing by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

VII. Article VII, Section 1, of the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek is amended to read as follows:

**ARTICLE VII ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner has the right to enforce by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens, and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred including reasonable attorney's fees for all trial and appellate proceedings, if any. If the Association employs any attorney to enforce any provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this

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Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorney's fees.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

The Association may impose fines against any Member, occupant, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee. For occupants, tenants, guests or invitees, the Member responsible for such person's presence shall be responsible for any fine. Such fines shall not exceed \$50 \$100 per violation, and may be imposed only after a hearing before a committee of three members appointed by the Board who are not related to officers, directors, or employees of the Association, with 14 days notice to the person sought to be fined.

Note: New language is marked with a double-underline and deleted language is marked with a ~~strike through line~~.

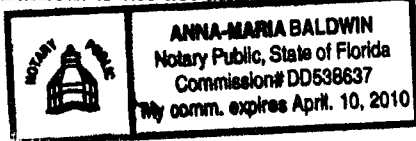
ABERDEEN CREEK HOMEOWNERS
ASSOCIATION, INC.

By: Linda F. Briggs
Linda F. Briggs, President

Attest:
Debbie August-Wise
Debbie August-Wise, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4 day of April, 2009, by Linda F. Briggs, President and Debbie August-Wise, Secretary, of Aberdeen Creek Homeowners Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions of Aberdeen Creek and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.



Anna Maria Baldwin
Notary Public/State of Florida at Large

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