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Excelsior Community Management, LLC
6554 Krycul Avenue
Riverview, FL 33578

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

WE HERBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions ("Declaration"), as recorded in the Official Records Book 10640 at Page 1355 of the Public Records of Hillsborough County, Florida, was duly adopted at a meeting held on October 29, 2019.

IN WITNESS THEREOF, we have affixed our signatures on November 14, 2019 in Hillsborough County, Florida.

Aberdeen Creek Homeowners Association, Inc.

By: [Signature]
President
Print Name: MARK R BOWEN

[Signature]
Witness Signature
Print Name: Jennifer Robertson

[Signature]
Witness Signature
Print Name: John Laskowski

By: [Signature]
Secretary
Print Name: GLEN L. LOCKWOOD

[Signature]
Witness Signature
Print Name: Jennifer Robertson

[Signature]
Witness Signature
Print Name: John Laskowski

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of November, 2019, by Mark Bowen, as President of the Association, who is personally known to me or has produced Valid ID as identification.; and Glen Lockwood, as Secretary of the Association, who is personally known to me or has produced Valid ID as identification.

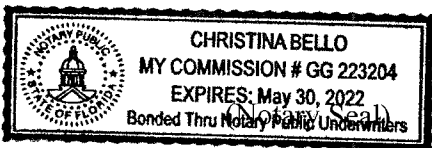
[Signature]

Notary Public

[Signature]

Print Name

My Commission Expires: May 30, 2022



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D) Adopted Amendment to delete in its entirety Section 6 of Article VIII of the Declaration, and replace with:

[Substantial rewording of Declaration. See original provision for present text]

The Association wishes to modernize its voting procedures. As a result, For the purposes of amending the governing documents, unit owners may now use smart phones, computers, and tablets to vote through authorized means. In addition to voting electronically, owners may vote in person or by proxy or by written ballots. All amendments to the governing documents shall require passage by a majority of all voting interests (i.e.: owners) in the community.

NOTE: Additions indicated by underlining; Deletions indicated by ~~strike-throughs~~.

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II) Adopted Amendment to Section 11 of Article V of the Declaration:

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale and transfer of any Lot does not affect the assessment lien, ~~except that the sale or transfer of any Lot pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collection such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from the liability for assessments thereafter become due or from the lien thereof. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.~~

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III) Adopted Amendment to Section 7 of Article VII of the Declaration:

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licenses or not), or any other machinery or equipment (whether mobile, licenses or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Boats, trailers, and recreational vehicles shall only be permitted on the Property under the following two conditions: (a) they cannot be on property beyond forty-eight (48) consecutive hours, (b) nor five (5) total overnight stays per month. Any boat or recreational vehicle on property beyond that timeframe shall be in express violation of this Declaration. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the forgoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motorhome or recreational vehicle exceeding the forty-eight (48) consecutive hour or five (5) night a month exception described in the last paragraph), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed. provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, vehicles which contains ~~racks or~~ tool storage units or similar equipment (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board Unless specifically designated by the Board for parking. No temporary parking shall be permitted on any Common Area

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IV) Adopted Amendment to Section 8 of Article VII of the Declaration:

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling constructed after the recording of this amendment shall be 2,000 square feet of air conditioned living space and an attached garage with parking capacity for at least two (2) full sized automobiles. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No structural or non-structural additions, including changes to the driveways or sidewalks, shall be permitted without written permission of the Architectural Committee, and either the Architectural Committee or Board is permitted to establish a guideline or manual that further outlines rules and regulations for improvements. ~~All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted.~~

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V) Adopted Amendment to add Section 16 to Article VII of the Declaration:

Section 16. No residence shall at any time be temporarily or permanently occupied by a “sexual offender” or “sexual predator” (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the State of Florida from time to time). Any sexual offender or sexual predator residing in a Residence on a permanent basis at the time of the recording of this amendment shall be allowed to continue to reside in the Residence despite the foregoing limitation, provided the individual is registered with the Association within thirty (30) days following the adoption of this amendment and following notice to all owners of the need for registration of any occupants who are subject to this provision. Any such occupant may retain his or her exempt status only for so long as he or she continuously resides in the Residence on a permanent basis.

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