

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 23rd, 2019, by a vote of at least two-thirds (2/3) of those owners voting in person or by proxy at a membership meeting, at which a majority of all Lot Owners participated, the Declaration of Covenants, Conditions and Restrictions for Aberdeen, as originally recorded in O.R. Book 6933, Page 2045, et. seq. and entirely amended and restated by that certain Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions of Aberdeen, recorded at O.R. Book 17601, Page 729, all of the Public Records of Pinellas County, Florida, be and the same was hereby amended as follows:


The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Aberdeen is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Aberdeen."

IN WITNESS WHEREOF, ABERDEEN HOMEOWNERS ASSOCIATION, INC., has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 29th day of April, 2019.


ABERDEEN HOMEOWNERS
ASSOCIATION, INC.

(Corporate Seal)

By:

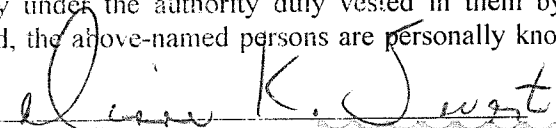

DAVID C. REILLY, President
Printed Name

ATTEST:

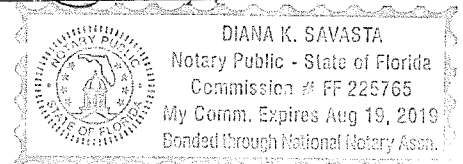

JACK C. PICKETT, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2019, by DAVID C. REILLY as President and JACK C. PICKETT as Secretary of ABERDEEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.


Notary Public
State of Florida at Large

My Commission Expires:



**SCHEDULE OF AMENDMENTS
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY STRIKE THROUGH
OMISSIONS INDICATED BY ELLIPSIS....**

1. Article II, Section 2.03 Paved Streets, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 2.03 — Paved Streets. The paved streets in Aberdeen are subject to the provisions of this Declaration regarding the use of common property and subject to rules and regulations as adopted from time to time by the Board of Directors. All provisions of the State and local laws concerning operation of motor vehicles on public streets and the East Lake Woodlands Community Association Rules Regarding Golf Cart / LSV use on ELW Roadways (effective November 1, 2018 and as amended from time to time) shall apply to all vehicular traffic on the paved streets within Aberdeen. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Florida may operate any type of motor vehicle within Aberdeen, including golf carts and motorized scooters.

2. Article II, Section 2.05 Nuisances, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 2.05 — Nuisances.

(a) No illegal, noxious or offensive activity shall be permitted or carried on in any part of Aberdeen, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of unreasonable embarrassment, discomfort or annoyance to the neighborhood or the residents in Aberdeen. This includes noise disturbances from any source which are not specifically permitted by the governing documents.

(b) No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of Aberdeen, nor upon any land or lands contiguous thereto except for items which are to be disposed of or picked up by the trash collector, and are left on the property in accordance with the applicable rules and restrictions.

(c) No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted.

(d) No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to remain for any period of time on the Lots, other than inside the Dwelling, or inside an enclosed garage, or on Common Areas except as otherwise specifically permitted by the governing documents.

(e) No drones or similar aerial devices may be flown in the air space above the Properties for any purpose; except that drones or similar aerial devices utilized for commercial purposes such as delivery of goods may be operated in the air space above the Properties to the extent an Owner has authorized same and the operation is in a responsible manner and in accordance with applicable codes, ordinances, administrative

rules or other governmental regulations and any rules and regulations as may be adopted or amended by the Board of Directors from time to time.

3. Article II, Section 2.07, Fences, Walls and Landscape Buffers, Paragraph (b), of the Amended and Restated Declaration, shall be amended to read as follows:

(b) Perimeter walls, as originally constructed on various Lots within Aberdeen, shall remain on said Lots and all such perimeter walls shall have a uniform style, dimensions and color. All perimeter walls, as originally constructed, shall be maintained by the Association and the Association shall have the right of reasonable access and entry to each perimeter Lot for such purpose. A Lot Owner shall trim all vegetation and landscaping so as to keep it away from any contact with the perimeter wall. If there is a perimeter wall which is located within the boundaries of the Lot, the Lot Owner shall maintain the grass and any landscaping on the portion of the Lot which is outside of the perimeter boundary wall, and which is between the wall and the Lot boundary line.

4. Article II, Section 2.09 Lot Maintenance, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 2.09 – Lot Maintenance. This issue is also addressed in Section 8.01 of the Declaration. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, and the strip of land between the Lot line and the adjacent paved streets within Aberdeen, free of tall grass, undergrowth, dead trees, dangerous and/or dead trees and tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a first-class, neat, and attractive condition. This includes keeping the roof, driveway, sidewalks and “Miami” curbing reasonably clean and not allowing buildup of debris, mold and/or mildew on the roof, driveway, sidewalks and “Miami” curbing. Also, all dead trees are to be removed and any tree stumps must be cut down to ground level if these are visible from the street or from any roadway or sidewalk in Aberdeen. No trees, landscaping or flowers are to be installed on the strip of land between the Owner's Lot and the adjacent paved street.

5. Article II, Section 2.17 Refuse Collection, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 2.17 — Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening preceding pickup, other than landscape clippings which may be left out for pickup on the ~~weekend until~~ Sunday evening preceding the next garbage collection, and any and all containers for such trash, garbage or other refuse shall be returned no later than the evening of pickup to their normal location. Any restrictions of the trash collection service provider on the number or size of trash cans, garbage bags or landscape clippings (e.g. no more than six total items (cans, bags or landscape bundles not in excess of four feet in length) must be adhered to. No weeds, rubbish, debris, objects, or materials of any kind shall be placed or permitted to accumulate upon any property if it results in a condition which is unsanitary, unsightly, offensive or detrimental to the appearance of said property. During construction or reconstruction of Dwellings, Lots shall be cleaned and cleared of debris not less than two (2) times per week.

6. Article II, Section 2.21 Leasing, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 2.21 — Leasing, Sales and Occupancy

(a) All leases ~~which are entered after the adoption of this amendment~~ must be for a minimum term of at least six (6) months. All such leases must be registered with the Association, at or prior to the time of occupancy by the tenant(s), by providing a copy of the lease to the Association and such

other information as the Association may reasonably require regarding the occupants and their vehicles.

(b) In addition to registering new leases with the Association the Owner(s) and tenant(s) shall be required to sign a Lease Addendum agreement, confirming that the tenant(s) will comply with all rules and restrictions relating to the use of the property, and providing the Association with the ability to enforce violations by the tenant(s) directly against such tenant(s), at the expense of the Owners, if the Owners fail or refuse to enforce any such violation after being notified by the Association of the violations which are occurring.

(c) Ownership, lease, lease renewal, or Permanent Occupancy are not permitted by persons who have:

(1) Felony convictions for any violent crime or drug sale or manufacturing crime within the fifteen (15) year period immediately preceding the proposed transfer date unless the individual's civil rights have been fully restored by the State of Florida.

(2) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof.

Permanent Occupancy shall be defined as residency in a home for more than thirty (30) days in any given twelve (12) month period, with or without the presence of the Owner, including family members or guests. Nothing herein shall be construed to create an obligation of the Association to ensure that Aberdeen is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents.

The Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the occupancy restrictions contained herein. The Association shall have the authority to evict any tenant or Permanent Occupant for violation of any of the restrictions contained herein as an agent of the Owner, pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate with the Association in any manner necessary to effectuate the eviction and Owner shall be solely responsible for any and all court costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than evictions contemplated herein.

7. Article III, Utilities, Easements and Roads, Section 3.02, Maintenance of Easements, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 3.02 — Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained, repaired, replaced and kept safe and in working order continuously by the Owner of the Lot, except for those improvements which the Utility Provider is responsible for, and except for those areas which shall be maintained by Association. ~~If there is a perimeter wall which is located within the boundaries of the Lot, the Association shall maintain the grass and any landscaping on the portion of the Lot which is outside of the perimeter boundary wall, and which is between the wall and the Lot boundary line.~~ With regard to specific Easements for drainage as shown on the

Plat, the Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas, but shall do so in accordance with all applicable government rules and regulations and sound engineering practices.

8. Article V, Architectural Standards, Section 5.01 – Architectural Control, of the Amended and Restated Declaration, shall be amended to read as follows:

Section 5.01 — Architectural Control. The Board of Directors shall have the authority to appoint an Architectural Control Committee ("ACC"), which if appointed, shall review proposals as stated herein and advise the Board of Directors, which shall have final approval authority, regarding such proposals for modifications to the Lots. In the event the Board of Directors does not so appoint an ACC, the Board of Directors shall exercise any and all authority of the ACC as stated in this Declaration. The ACC, if appointed, shall have initial jurisdiction over all original construction and all modifications or alterations thereto or refinishing thereof, on any portion of the Development. The ACC may prepare recommendations for design and development guidelines, and application and review procedures, all as part of the Community Development Code ("Code"). The Board of Directors shall have sole and full authority to adopt any changes and to amend the Code. The ACC, if appointed, shall consist of at least three (3), but not more than five (5) persons who shall be Owners of Lots within the Development.

No roof mounted solar collectors or panels of any kind shall be permitted without first obtaining the written consent of the ACC, which such consent shall not be unreasonably withheld and shall be given where required by Florida Statute Section 163.04 as same may be amended from time to time. The ACC may impose stipulations on the placement of the solar panels within the statutorily allowed orientation within 45 degrees east or west of due south, providing such placement does not impair the effective operation of the solar collectors. The ACC may use discretion in approving installations on non-street facing locations outside of the statutorily allowed orientation.