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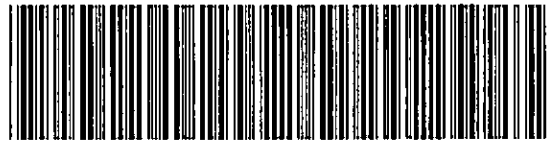
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R. WHITE

APR 28 2021

**COVER LETTER**

**TO: Amendment Section**  
Division of Corporations

**NAME OF CORPORATION:** Turnberry Isle at Aberdeen Association, Inc.

**DOCUMENT NUMBER:** N97000000471

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Laurie G. Manoff, Esq.

(Name of Contact Person)

Stoloff & Manoff, P.A.

(Firm/ Company)

1818 Australian Ave South, Suite 400

(Address)

West Palm Beach, FL 33409

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Laurie G. Manoff, Esq.

561

615-0123

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|---|--|---|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303



CFN 20210003131

OR BK 32063 PG 1178

RECORDED 01/05/2021 12:17:18

Palm Beach County, Florida

Joseph Abruzzo, Clerk

Pgs 1178 - 1240 (63pgs)

This instrument prepared by:

Laurie G. Manoff, Esquire

STOLOFF & MANOFF, P.A.

1818 Australian Avenue South, Suite 400

West Palm Beach, FL 33409

(561)615-0123

### CERTIFICATE OF RECORDING

**THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS OF TURNBERRY ISLE AT ABERDEEN AND THE AMENDED AND  
RESTATED BYLAWS OF TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC.  
AND THE AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR  
TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated Declaration of Covenants Restrictions for Turnberry Isle at Aberdeen, the Amended and Restated Bylaws of Turnberry Isle at Aberdeen Association, Inc. and the Amended and Restated Articles of Incorporation of Turnberry Isle at Aberdeen Association, Inc. attached to this Certificate were duly adopted by the membership of Turnberry Isle at Aberdeen. The original Declaration of Covenants Restrictions for Turnberry Isle at Aberdeen, was recorded in Official Records Book 9774 at Page 403 of the Public Records of Palm Beach County, Florida; the original Bylaws of Turnberry Isle at Aberdeen Association, Inc. was recorded in Official Records Book 9774 at Page 435 of the Public Records of Palm Beach County, Florida; and the original Articles of Incorporation of Turnberry Isle at Aberdeen Association, Inc. was recorded in Official Records Book 9774 at Page 428 of the Public Records of Palm Beach County, Florida.

DATED this 29<sup>th</sup> day of Dec, 2020.

Witnesses:

TURNBERRY ISLE AT ABERDEEN  
ASSOCIATION, INC.

Sign: Richard Fernandez By: Paul B. Wolff, President

Print name: RICHARDO FERNANDEZ

Sign: Lisa M Teets  
Print name: Lisa M Teets

Sign: Richard Fernandez Attest: Lynn Marie Fernandez, Secretary

Print name: RICHARDO FERNANDEZ

Sign: Lisa M Teets  
Print name: Lisa M Teets

(SEAL)

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me by ☒ physical presence or \_\_\_ online notarization this 29<sup>th</sup> day of Dec 2020 by FRED WOLFSON, as President of Turnberry Isle at Aberdeen Association, Inc., who are Personally Known ☒ or Produced Identification \_\_\_\_\_. Type of Identification Produced \_\_\_\_\_



NOTARY PUBLIC (SEAL)

Sign [Signature]  
Print MARIA A INGRASSIA  
State of Florida  
My Commission Expire 3/17/2024

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me by ☒ physical presence or \_\_\_ online notarization this 29<sup>th</sup> day of Dec 2020 by LYNN FERNANDEZ, as Secretary of Turnberry Isle at Aberdeen Association, Inc., who are Personally Known ☒ or Produced Identification \_\_\_\_\_. Type of Identification Produced \_\_\_\_\_



NOTARY PUBLIC (SEAL)

Sign [Signature]  
Print MARIA A INGRASSIA  
State of Florida  
My Commission Expire 3/17/2024

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
TURNBERRY ISLE AT ABERDEEN

(Substantial rewording of the Declaration of Covenants and Restrictions  
Of Turnberry Isle at Aberdeen  
See governing documents for current text.)

This DECLARATION includes the following Exhibits:

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Exhibit "A" - Legal Description of the SUBJECT PROPERTY  
Exhibit "B" - Amended and Restated Articles of Incorporation of  
TURNBERRY ISLE AT ABERDEEN ASSOCIATION,  
INC. recorded in  
Exhibit "C" - Amended and Restated Bylaws of the ASSOCIATION

---

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF TURNBERRY ISLE AT ABERDEEN is made this \_\_\_\_ day \_\_\_\_\_ 2020, by Turnberry Isle at Aberdeen Association, Inc., a Florida not for profit corporation, (hereinafter referred to as "Association") and amends the Declaration of Covenants and Restrictions of Turnberry Isle at Aberdeen recorded in Official Record Book 9774, Page 403 and as amended in Official Record Book 10055, page 1079 and Official Record Book 15805 at Page 1538 all of the Public Records of Palm Beach County, Florida.

The real property described in Exhibit "A" attached to this Declaration, was incorporated into and made subject to the original Declaration and is incorporated into and made subject to this Amended and Restated Declaration by reference. This Amended and Restated Declaration consolidates the original Declaration and all amendments thereto and imposes restrictions upon certain properties under a general plan of development.

The property subject to this AMENDED AND RESTATED DECLARATION is also subject to the following additional declarations:

- A. Fairway Lakes Drive Declaration recorded in Official Records Book 9774 at Page 361 of the Public Records of Palm Beach County, Florida, and any Amendments thereto now or hereafter recorded.
- B. Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development (formerly known as Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Planned Commercial Development), recorded in Official Records Book 3970, at Page 573, of the Public Records of Palm Beach County, Florida, and any Amendments thereto now or hereafter recorded.

The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which may own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property, who will be members of the association.

NOW, THEREFORE, it is hereby declared that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

## **ARTICLE I** **DEFINITIONS**

1. **DEFINITIONS.** The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 **A.R.B.** means the permanent committee of the MASTER ASSOCIATION created for the purpose of establishing and enforcing criteria for the construction of improvements within the property subject to the MASTER DECLARATION.

1.2 **ARC** means the Architectural Review Committee for the ASSOCIATION

1.3 **ARTICLES** means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.4 **ASSESSMENT** means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.5 **ASSOCIATION** means Turnberry Isle at Aberdeen Association, Inc.

1.6 **BOARD** means the Board of Directors of the ASSOCIATION.

1.7 **BYLAWS** means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.8 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by the ASSOCIATION, (ii) dedicated to the ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, or (v) intended to be a COMMON AREA by DECLARANT. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, recreational facilities, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.9 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

1.9.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.9.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.9.3 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.9.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.9.5 Any amounts payable by the ASSOCIATION to any other association or any governmental authority.

1.10 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.11 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment execute by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any rights of DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the

SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or any obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT, Notwithstanding anything stated to the contrary, all other references to the DECLARANT contained in these governing documents and all rights retained by the DECLARANT are hereby deleted.

1.12 DECLARATION means this document as it may be amended from time to time.

1.13 IMPROVEMENT means any building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any LOT, and all exterior portions of a UNIT including exterior walls, roofs, enclosures, windows, doors, shutters, awnings, gutters and other exterior portions of a UNIT, and any change, alteration, addition or removal of same other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same.

1.14 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

1.15 LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.16 MASTER ASSOCIATION means Aberdeen Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.17 MASTER DECLARATION means the Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development (formerly known as Declaration of Covenants and Restrictions for Parkwalk Planned Unit Development and Parkwalk Commercial Development), recorded in Official Records Book 3970, at Page 573, of the Public Records of Palm Beach County, Florida, and any amendments now or hereafter recorded.

1.18 OWNER means the record owner(s) of the fee title to a LOT.



1.19 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.20 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which as of the execution of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment. Notwithstanding the foregoing, no amendment may withdraw any property from this DECLARATION without the prior written consent of Palm Beach County.

1.21 UNIT means the residential dwelling constructed upon a LOT.

1.22 APPLICABLE LAW: The applicable law for Turnberry Isle at Aberdeen Association, Inc. is Chapter 720, Florida Statutes, the "Homeowners' Association Act," as it may be amended from time to time and is incorporated herein.

## **ARTICLE II** **ASSOCIATION**

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.1 ARTICLES. The Articles of Incorporation is recorded in Official Records Book 9774 at Page 428 of the Public Records of Palm Beach County, Florida and amended by Amendment recorded in Official Records Book 15864 at Page 679 of the Public Records of Palm Beach County, Florida which are hereby made a part of this DECLARATION.

2.2 BYLAWS. The Bylaws are recorded in Official Records Book 9774 at Page 435 of the Public Records of Palm Beach County, Florida and amended by Amendment recorded in Official Records Book 15805 at Page 1604 of the Public Records of Palm Beach County, Florida which are hereby made a part of this DECLARATION.

2.3 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.4 Approval or Disapproval of Matters. Whenever the approval, consent, or decision of the OWNERS is required for any matter pursuant to this DECLARATION, the ARTICLES, or the BYLAWS, such approval, consent, or decision shall be made by a majority of the votes of the OWNERS present in person or by proxy at a duly called meeting of the

ASSOCIATION at which a quorum exists, in accordance with the ARTICLES and the BYLAWS, except for matters where a greater voting requirement is specified.

2.5 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.6 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

2.7 Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

2.8 OWNERS Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

### ARTICLE III

#### 3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

##### 3.1 Conveyance of COMMON AREAS to ASSOCIATION.

3.1.1 Title to the Common Areas has been conveyed to the Association.

3.1.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept, any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

3.2 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS,

3.3 Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

3.4 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of the OWNERS shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith or additions, alterations or improvements necessary for the maintenance, preservation or protection of the COMMON AREAS. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE.

3.5 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE. Notwithstanding the foregoing, it is acknowledged the MASTER ASSOCIATION pays for the electric utilities for all FPL installed street lighting within the property subject to the MASTER DECLARATION, and so long as the MASTER ASSOCIATION does so the ASSOCIATION shall not be required to pay for same, provided however that the ASSOCIATION shall be required to pay for electric service for such street lighting within the SUBJECT PROPERTY if the MASTER ASSOCIATION does not pay for such electric service within other subdivisions within the property subject to the MASTER DECLARATION.

3.6 Taxes. The ASSOCIATION shall pay all real and personal property taxes and

assessments, if any, assessed against any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.7 Insurance. The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.7.1 Hazard Insurance protecting against loss or damaged by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the ASSOCIATION, excluding land, foundations, excavations, landscaping, and other items normally excluded from insurance coverage. The ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the OWNERS.

3.7.2 Comprehensive General Liability Insurance protecting the ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence or such lesser amount as is approved by the OWNERS.

3.7.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the ASSOCIATION, covering the maximum funds that will be in the custody or control of the ASSOCIATION or any managing agent, which coverage shall be at least equal to the sum of three (3) months assessments on all LOTS plus reserve funds.

3.7.4 Such other insurance as may be desired by the ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, director and officer liability insurance, or any other insurance.

3.7.5 All insurance purchased by the ASSOCIATION must include a provision requiring at least 30 days written notice to the ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

3.7.6 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500.00 or such other sum as is approved by the BOARD.

3.7.7 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least 30 days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the

coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering LOTS which secure the largest aggregate indebtedness shall control.

3.7.8 Waiver. If the BOARD determines that the insurance required to be purchased by the ASSOCIATION pursuant to this Paragraph would be unduly expensive, or if such insurance is not obtainable, the ASSOCIATION may purchase insurance with less coverage than specified above, provided the BOARD gets the approval of the OWNERS as to such action.

3.8 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an, insurance policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.9 Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the ASSOCIATION is damaged or destroyed, the ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.10 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of 2/3 of the votes of all of the OWNERS, provided, however, that the ASSOCIATION may dedicate any COMMON AREA to any governmental authority with the approval of the OWNERS. If ingress or egress to any LOT is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such LOT, unless alternative ingress and egress is provided to the OWNER(S).

3.11 Common Irrigation System. The ASSOCIATION shall maintain any common irrigation system serving the Subject Property. The ASSOCIATION shall also pay

for any utility services used in connection with such common irrigation system. Each OWNER shall be responsible for the cost of any damage to the common sprinkler system caused by the OWNER or any resident of the OWNER's UNIT. No OWNER shall make any IMPROVEMENT to the OWNER's LOT which would affect the common sprinkler system for the SUBJECT PROPERTY without the written consent of the APPROVING PARTY, and each OWNER shall be responsible for any alterations, repairs, or replacements to the common irrigation system necessitated by the acts of the OWNER or any resident of the OWNER's LOT, or their contractors, guests or invitees.

3.12 Cable Television and Security Monitoring. The ASSOCIATION shall have the right to enter into an agreement with a cable television company to provide cable television services to all of the UNITS and shall further have the right to enter into an agreement to provide security monitoring services for all of the UNITS, on such terms and conditions as the BOARD may determine from time to time, and any charges for such services shall be a COMMON EXPENSE.

3.13 Termination of Common Area. In the event any portion of the SUBJECT PROPERTY which is dedicated to the ASSOCIATION on any plat is platted into a LOT pursuant to a plat or replat of the SUBJECT PROPERTY or any portion thereof recorded in the public records of the county in which the SUBJECT PROPERTY is located, same shall automatically divest the ASSOCIATION of any interest in such COMMON AREA, without the joinder or execution by the ASSOCIATION or any UNIT OWNER in the plat or any other instrument. In connection therewith, the ASSOCIATION shall have the right to execute a deed of such COMMON AREA that is replatted into a LOT to any other person, but no such deed shall be required to divest the ASSOCIATION of its interest in such COMMON AREA which is replatted into a LOT.

#### ARTICLE IV EASEMENTS

4. EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to, unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.1 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees.

4.2 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON

AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved at the expense of the applicable OWNER, and an easement for such entry is hereby reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT.

4.4 Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.5 Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

4.6 Additional Easements. The ASSOCIATION, on its behalf and on behalf of all

OWNERS, shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the SUBJECT PROPERTY. In connection with the grant, modification, relocation, abandonment or termination of any easement, the ASSOCIATION reserves the right to relocate roads, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

## **ARTICLE V** **MAINTENANCE**

### **5. MAINTENANCE OF THE SUBJECT PROPERTY.**

5.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY, and shall have an easement over the LOTS and the irrevocable right of access to the LOTS and the UNITS from time to time during reasonable hours as may be necessary in connection with the ASSOCIATION's maintenance obligations:

5.1.1 COMMON AREAS. The ASSOCIATION shall maintain all COMMON AREAS, or other areas for which the duty to maintain has been delegated to and accepted by the ASSOCIATION, and all paving, parking areas, landscaping and improvements contained thereon from time to time.

5.1.2 Landscaping. A) The ASSOCIATION shall be responsible for the maintenance and care of all landscaping located upon the COMMON AREAS throughout the SUBJECT PROPERTY, including, but not limited to landscaping located in the unpaved portion of contiguous road right-of-ways, and in the portion of any lake maintenance easement contiguous to any LOT. The ASSOCIATION shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the ASSOCIATION same is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control.

B) Maintenance of Landscaping on LOTS. The ASSOCIATION shall be responsible for the maintenance of all landscaping, including trees, lawns and bushes, upon the Lots except as otherwise stated herein. Any removal or replacement of plants and shrubs located upon a Lot shall be the Owner's



responsibility at the Owner's sole cost. When necessary, the Association shall be responsible to remove and/or replace any diseased trees and lawns located upon the LOTS. Notwithstanding the foregoing, if any OWNER installs landscaping on the OWNER's LOT which is materially more expensive to maintain than the landscaping on the other LOTS, the ASSOCIATION will have the right to assess the OWNER of such LOT for the extra cost of maintaining the special landscaping on such LOT, or in the alternative the ASSOCIATION may require the applicable OWNER to maintain such special landscaping as hereafter provided, and if the applicable OWNER fails to pay any such extra cost or maintain such landscaping, the ASSOCIATION will have the right to remove same in the sole discretion of the ASSOCIATION, without liability to the OWNER.

5.1.3 Utility Services. The ASSOCIATION shall maintain all utility lines and facilities not owned by any governmental authority or utility company, except for utility services located within any LOT, which serve only the LOT or the UNIT on the LOT.

5.1.4 Subdivision Water Sprinkler System. The ASSOCIATION shall maintain and repair, pipes and water sprinkler systems throughout the SUBJECT PROPERTY. Notwithstanding the foregoing, if any OWNER installs any improvements on the OWNER'S LOT which requires a reconfiguration of the sprinkler system on the OWNER'S LOT, the OWNER shall be liable to the ASSOCIATION for the cost of same.

5.1.5 Other Property. The ASSOCIATION shall have the right to maintain such other areas within or contiguous to the SUBJECT PROPERTY as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON EXPENSE. In particular, the ASSOCIATION shall have the right to maintain landscaping within any road right-of-way contiguous to the SUBJECT PROPERTY, to the edge of the pavement within such right-of-way, and if any lake or canal is contiguous to the SUBJECT PROPERTY, the ASSOCIATION shall have the right to maintain landscaping to the waterline of any such lake or canal. The ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER.

5.1.6 Special Maintenance Required by OWNERS. Notwithstanding the foregoing, if any special maintenance, other than regular periodic maintenance performed by the ASSOCIATION or maintenance necessitated by ordinary wear and tear, is required due to the actions of any OWNER, or the residents of any UNIT, or their guests or invitees, the OWNER of the UNIT shall be responsible for the cost of such maintenance and may be assessed for such cost by the ASSOCIATION. Such assessment shall be levied against the Owner and Lot and

collected in the same manner as assessments are collected pursuant to Article IX of this Declaration. In addition, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION's insurance.

5.1.7 Painting. Notwithstanding anything stated to the contrary, the ASSOCIATION shall have the maintenance responsibility to paint the exterior of the UNITS. Such expense shall be included as a common expense of the ASSOCIATION. The cost of any exterior painting required as a result of an Owner's failure to maintain the exterior of the Owner's Unit or due to the Owner's negligence shall be the Owner's responsibility and an assessment against the Owner and the Owner's Lot collected in the same manner as assessments are collected pursuant to Article IX of this Declaration.

5.1.8 Security. Notwithstanding anything stated to the contrary, the ASSOCIATION shall have the right to enter into an agreement with a security company to provide maintenance and repair of the alarm system installed in each of the OWNER's UNITS. Such cost shall be deemed a common expense of the ASSOCIATION.

5.2 By the OWNERS. Each OWNER shall maintain his LOT and UNIT and all improvements upon his LOT, including all landscaping, in the highest quality condition, except those portions of the LOT which are to be maintained by the ASSOCIATION as provided above. The exterior of all UNITS including but not limited to roofs and walls, doors, garage doors, windows, patio areas, pools, screenings, awnings, and other portions of the exterior of the UNITS shall be maintained in the highest quality condition and repair and in a neat and attractive manner. Pools shall be consistently maintained at proper water levels, with proper pump filtration. Owners shall not permit any excessively strong chlorine or other chemical odors to be emitted. All sidewalks, driveways, driveway aprons and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced, and/or resurfaced as necessary. The OWNERS' maintenance of landscaping shall include, but shall not be limited to mowing, trimming, pruning, edging, fertilizing, weed control, landscape related insect and disease control, and replacement of plants, shrubs, lawn etc. when such are dead or in need of replacement. Notwithstanding anything stated to the contrary, no statue shall be placed or otherwise installed on a LOT in the front of a UNIT in a manner which is visible from the common area. Further, each OWNER shall keep the front lights and garage lights on from dusk to midnight as a security measure.

## **ARTICLE VI** **USE RESTRICTIONS**

### **6. USE RESTRICTIONS.**

6.1 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

6.2 Architectural Control for Exterior Changes. No OWNER shall make any improvement upon the OWNER'S LOT or upon the exterior of the OWNER'S UNIT unless and until the OWNER has obtained the written approval of the IMPROVEMENT as follows:

6.2.1 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.

6.2.2 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 POA ARB, except where jurisdiction is reserved by the Declaration to the ARC.

6.2.3 If the Board of Directors intends substantial changes or modifications to 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.

6.2.4 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 of 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.

6.2.5. Notwithstanding anything stated elsewhere in this Declaration, the ARC shall and the Board of Directors shall have power to approve or disapprove the following improvements, modifications or changes without input from the POA or ARB:

- a. Landscaping of individual residential units and community common areas
- b. Residential unit house numbers
- c. Mailboxes
- d. Residential unit outer doors, storm/screen doors, front door and screened entrance enclosures
- e. Placement of satellite dishes not to exceed one meter in diameter including screening landscaping treatment
- f. Color of paint for residential units, outbuildings, recreational facilities and trash can enclosures
- g. Driveway surfacing treatments
- h. Addition of gutters and leaders
- i. Any other item which the POA and ASSOCIATION may determine from time to time

6.3 Clotheslines and Outside Clothes Drying. The A.R.B. shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. In any event, outdoor clothes drying is only permitted in the rear of a LOT, in an area which is screened from view from adjoining roads. Only portable outdoor clothes-drying facilities approved by the A.R.B. are permitted, and same shall be removed when not in use.

6.4 Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed by casualty or for any other reason, the OWNER of the UNIT shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, unless otherwise approved by the A.R.B.

6.5 Fences and Walls. Fences and walls shall not be permitted in the front of any UNIT. All fences and walls must be maintained in good condition at all times. No fences or walls shall be installed without the consent of the A.R.B. as to the location and type of the fence or wall. The A.R.B., in approving any fence or wall as elsewhere provided, shall have the right to require all fences and walls throughout the SUBJECT PROPERTY to be one or more specified standard type(s) of construction and material, and shall have the right to prohibit any other types of fences and/or walls, and shall further have the right to change such standard as to any new fences or walls from time to time, as the A.R.B. deems appropriate.

6.6 Garages. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in

a manner such that from the outside of the UNIT it appears the UNIT still contains a garage.

6.7 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT, and no OWNER or resident shall place or dump any garbage, trash, refuse, rubbish, or other materials on any other portions of the SUBJECT PROPERTY, including any COMMON AREA, or any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. All OWNERS shall comply with the Solid Waste Authority of Palm Beach County.

6.8 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the A.R.B. so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.9 Lakes and Canals. No swimming or boating is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY.

6.10 Landscaping. No OWNER shall install or maintain any landscaping on any portion of his LOT to be maintained by the ASSOCIATION, without the prior written consent of the ARC and A.R.B.

6.11 Leasing of Units. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No portion of a Unit (other than an entire Lot and Home) may be rented and all leases shall comply with the following provisions:

6.11.1 No Owner may lease, renew a lease or extend a lease of a Unit without the prior written approval of the Association which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior written approval of the Board of Directors.

6.11.2 The term "lease" shall be deemed to include, any type of lease or rental agreement or any other agreement or arrangement in which one or more occupants of the Unit is/are providing compensation or other consideration (i.e. services, employment or otherwise) to the Owner or other third party in exchange for

occupying the Unit. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The terms "tenant", "renter", and "lessee" shall likewise be used interchangeably.

6.11.3 Guests and Occupants. All occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of a Unit Owner or approved tenant. Individuals and guests staying more than *thirty (30)* consecutive or non-consecutive days in a twelve month period must be registered with the Association. Individuals and guests, other than Unit Owners and approved tenants, staying in a Unit for more than thirty (30) consecutive or non-consecutive days in a twelve month period shall be considered a tenant and shall be subject to approval by the Association in accordance with this Paragraph 6.11. The Association may promulgate rules and regulations governing guests and registration of guests.

6.11.4 An Owner who acquires title to a Unit after the effective date of this Amended and Restated Declaration is prohibited from leasing the Unit during the first 12 months after acquiring title to the Lot. This subsection shall not apply to the Association when acquiring title to a Lot through foreclosure or deed in lieu of foreclosure or to individuals who acquire title by inheritance.

6.11.5 Lease Approval Process: Leasing of Units. Notwithstanding anything to the contrary contained in this or any other document governing Turnberry Isle at Aberdeen Association, Inc., the Association, through the Board of Directors shall approve all leases, as set forth herein, which shall not be unreasonably withheld. The following provisions govern the lease approval process:

(a) Procedure: Any Owner intending to make a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state that lessee is subject to the Association's Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. **IF THE LEASE DOES NOT STATE SO, IT IS DEEMED TO STATE SO.** The Owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval. The Board has the right to conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Lot.

(b) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a unit, the Association, at its election and without notice, may approve or disapprove the transfer.

(c) **Application:** The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all tenants promise to abide by all provisions contained in any document governing the Turnberry Isle at Aberdeen Association, Inc. In addition, each Owner guarantees that he and his tenants will abide by all such provisions, including the following:

1. No unit shall be leased more than one (1) time in any twelve (12) month period. Daily and weekly leases and rentals are prohibited. No individual rooms may be rented and no transient tenants or occupants may be accommodated. "Rent-sharing" and subleasing is prohibited.
2. No lease term shall be less than three (3) months.
3. Renewal of a lease shall be approved as set forth herein.
4. A Two Hundred Fifty (\$250) Dollar refundable security deposit for common area damage is required as a condition for lease approval. This deposit will be refunded if there is no common area damage caused by tenant and if entrance gate clickers or access cards are returned.
5. A corporation may not lease a unit.
6. At least one occupant of a unit must be 55 years of age, or older.
7. No person under 18 years of age may occupy a unit, except for visits not to exceed sixty (60) days in any calendar year. Proof of age of all occupants must be submitted with the lease application (such as birth certificate or driver's license).
8. There is a limit of two (2) persons per bedroom and six (6) persons per household.

(d) **Assessments:** The failure of a Unit to be current in the payment of maintenance assessments is a ground for disapproval of a lease.

(e) **Transfer Fee:** The Board may charge a non-refundable transfer fee in an amount to be determined by the Board of Directors. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.

(f) **Approval or Disapproval:** The Association, upon receipt of all

information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within fifteen (15) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval. Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Turnberry Isle at Aberdeen Association, Inc., including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

g. Reasons for Disapproval of a Lease. Disapproval of a Lease shall be for Good Cause and may include, but shall not be limited to, the following reasons:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

3. The person seeking approval or any other person who is to occupy the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this community or other residences as a tenant, or owner;

4. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

5. The Owner requesting approval of the lease has had fines assessed against him or her which have not been paid;

6. The Owner requesting approval of the lease is delinquent in paying maintenance assessments and all related charges due to the Association.

7. The application, lease or any other documents submitted to



the Association in connection with the lease and approval process by the Association contains false statements.

(h) Remedies: In the event the Association determines that any provision contained herein not complied with, the Association may approve or disapprove the lease as set forth above. In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

6.12 Sales, And Other Transfers Of Title Of Lots: Notice to Board of Directors.

1. An Owner intending to make a sale or other transfer of his Lot shall provide notice to the Association of such sale or transfer. At the discretion of the Board of Directors, such notice may include an executed copy of the purchase contract and exhibits or other document showing the intended transfer of title, the name of the purchaser or other transferee, names of all intended occupants and any additional information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require.
2. Owners who obtain title to a Lot by gift, devise or inheritance, shall provide notice of the transfer to the Association within ten days from the date of obtaining title to the Lot. At the discretion of the Board of Directors, such notice may include a copy of the document evidencing the transfer of title to the Owner, name and address of the Owner(s) and all occupants and any additional information concerning the Owner(s) and transfer of title as the Board of Directors may reasonably require.
3. This paragraph 6.12 is intended for information purposes only and shall not be interpreted or deemed as giving the Association the right to approve or disapprove a sale or transfer of title.

6.13 Mailboxes. No mailboxes are permitted without the consent of the ARC, except for mailboxes which are identical to mailboxes installed for the UNITS by the ASSOCIATION.

6.14 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted outside of a UNIT, or in a manner such that customers or patients come to the UNIT, or in a manner such that the non-residential use is otherwise apparent from the outside of the UNIT, without the consent of the ASSOCIATION. The foregoing shall not prohibit any OWNER from leasing his UNIT.

6.15 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

6.16 Occupancy. Each Unit shall be used as a single family home for single family residential purposes. For purposes of this Declaration single family shall mean no more than six (6) persons, whether related or not, living together as a single housekeeping unit. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY. Approval of guests shall be obtain as set forth in Paragraph 6.11 above.

6.17 Outside Antennas, Flags and Flag Poles. No outside signal receiving or sending antennas, dishes or devices are permitted without the consent of the A.R.C. and/or A.R.B. The foregoing shall not prohibit any antenna or signal receiving dish owned by the A.R.B. which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the A.R.B. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. No other flag of any kind shall be permitted on the property or on the exterior of any Unit.

6.18 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

6.19 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. As regards cats and dogs, only 2 such pets are permitted in any UNIT except with the written consent of the ASSOCIATION, which may granted or withheld in the ASSOCIATION's discretion. No Pit Bull Terriers, Doberman pinschers or Rottweilers are permitted without the consent of the ASSOCIATION. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT, or in any screened porch or patio, unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of

this paragraph.

6.20 Playground Equipment. No OWNER shall install any sports, recreational or toddler/children equipment on his LOT or on the exterior of his UNIT without the prior written approval of the A.R.B.

6.21 Portable Buildings. No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the A.R.B., and in any event any permitted such building or structure must be screened from view from adjoining roads.

6.22 Property Insurance. Each UNIT OWNER shall be required to maintain, property insurance in an amount equal to the then-current replacement cost of the OWNER'S UNIT, excluding foundation and excavating costs and other items normally excluded from coverage. Such insurance shall contain protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily insured against with respect to UNITS similar in construction as the OWNER'S UNIT, including, but not limited to vandalism and malicious mischief and all other risks normally covered by a standard "all risk" endorsement, where available. At the request of the ASSOCIATION, each OWNER shall provide the ASSOCIATION with a copy of the insurance policy or a certificate thereof, and the ASSOCIATION may require each UNIT OWNER to add the ASSOCIATION'S name to the property insurance in a manner so that the ASSOCIATION will be given written notice prior to the cancellation or expiration of any insurance policy. The proceeds of any property insurance policy payable on account of any damage or destruction shall be used to the extent necessary to rebuild the UNIT to the same condition that same was in prior to such damage or destruction, or as otherwise approved A.R.B. In the event any UNIT OWNER fails to maintain such insurance or provide the ASSOCIATION with evidence of same within 10 days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right but not the obligation to then obtain property insurance for such UNIT OWNER, at the UNIT OWNER'S expense. Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall have no interest in any insurance proceeds payable on account of any property insurance.

6.23 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY which may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request or as otherwise required by Florida law.

6.24 Signs. No signs shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the A.R.B. shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the A.R.B. shall not be liable to the OWNER for the removal or

for any damage or loss to the sign.

6.25 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the A.R.B. and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

6.26 Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks with a carrying capacity of 3/4 ton or less, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight between the hours of midnight and 6:00am without the prior written consent of the ASSOCIATION if such vehicle is parked within the Unit's garage or Unit's driveway without hanging over or blocking the sidewalk. In particular and without limitation, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT's garage at any time unless prior written approval from the ASSOCIATION is first obtained. No overnight parking between the hours of midnight to 6:00a.m. is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the ASSOCIATION. No parking is permitted on the sidewalk and/or grass at any time. Parking in the street is permitted from the hours of 6:00a.m. to 11:59pm on the side of the street with odd numbered buildings and houses on odd numbered months and on the side of the street with even numbered building and houses on even numbered months. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles or vehicles containing commercial lettering, signs or equipment while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight outside of an enclosed garage, except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY. The ASSOCIATION shall have the right, in its sole discretion, to authorize the towing away of any vehicles parked

in violation of this Section 6.26 or any other provision set forth elsewhere in the Association's governing documents. Such right to tow includes towing prohibited vehicles from driveways located on the LOTS. The vehicle owner and/or violator and, if known, the Lot Owner associated with the vehicle shall be jointly and severally liable and responsible for the costs and fees, including attorneys' fees, if any, associated with the towing.

6.27 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

6.28 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the ASSOCIATION, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the ASSOCIATION, will not adversely affect any other OWNERS. In granting any waiver or deviation, the ASSOCIATION will impose such conditions and restrictions as the ASSOCIATION may deem necessary and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the ASSOCIATION as to any matter shall not be deemed binding upon the ASSOCIATION in the future, and shall not require the ASSOCIATION to grant similar approvals in the future as to any other LOT or OWNER. Notwithstanding the foregoing, the ASSOCIATION shall not have the right to approve any IMPROVEMENT for which the right to approve, is solely vested in the A.R.B.

6.29 Age Restriction: Housing for Older Persons ~~Minors~~.

6.29.1 Required Occupancy - One Occupant 55 Years of Age or Older. Unless the ASSOCIATION agrees to the contrary in writing, each occupied UNIT is required to be occupied by at least one person who is 55 years of age or older. It is the intent of this requirement to comply with the exemption to the Federal Fair Housing Act and the Fair Housing Act contained In Florida Statutes, Section 760.29(4) so that minors may be excluded as permanent residents of the UNITS. In connection therewith, the ASSOCIATION shall not grant permission for any UNIT not to be occupied by at least one person who is 55 years of age or older if (i) such occupancy would result in less than 80% of the occupied UNITS in the SUBJECT PROPERTY having at least one occupant who is less than 55 years of age

or older, or (ii) such occupancy would otherwise result in the SUBJECT PROPERTY not being exempt from the provisions of the Fair Housing Act. In addition, the ASSOCIATION shall comply with any rules made by the Secretary of the United States Department of Housing and Urban Development pursuant to 24 C.F.R. part 100 for verification of, occupancy, as required by Florida Statutes, Section 760.29(4)(b)3, and any other federal or state requirements in order for the SUBJECT PROPERTY to be able to exclude minors as residents of the SUBJECT PROPERTY.

6.29.2 No person under the age of eighteen years of age shall reside in any UNIT except for a period of not to exceed a total of 60 days per calendar year.

## **ARTICLE VII**

### **ZERO LOT LINE RESTRICTIONS**

#### **7. ZERO LOT LINE RESTRICTIONS.**

##### **7.1 Definitions.**

7.1.1 **BURDENED LOT** means a LOT or COMMON AREA upon which a MAINTENANCE EASEMENT exists.

7.1.2 **ZERO LOT LINE** means the common lot boundary between a ZERO LOT and a BURDENED LOT.

7.1.3 **MAINTENANCE EASEMENT** means a non-exclusive appurtenant easement for construction, repair, maintenance and drainage purposes, over and upon any portion of a LOT or COMMON AREA contiguous to a ZERO LOT which is within 4 feet of the ZERO LOT LINE, which is for the benefit of the OWNER of the ZERO LOT.

7.1.4 **ZERO LOT** means a LOT containing a ZERO WALL, or which is will contain a ZERO WALL when a UNIT is constructed upon the LOT.

7.1.5 **ZERO WALL** means any wall of a UNIT, or other wall extending from the UNIT running parallel to the ZERO LOT LINE, which is located on or within 4 feet of any lot line of the LOT.

72 **MAINTENANCE EASEMENT.** There is hereby reserved upon each BURDENED LOT or COMMON AREA adjacent to any ZERO LOT a MAINTENANCE EASEMENT for the benefit of the OWNER of the ZERO LOT. No permanent structures may be constructed or permitted to remain within the MAINTENANCE EASEMENT which would materially and adversely affect the ability of the OWNER of the ZERO LOT to

construct, repair or maintain the UNIT or any ZERO WALL without the written consent of the OWNER of the ZERO LOT and the APPROVING PARTY. If any fence or wall is constructed between a ZERO WALL and the UNIT on the BURDENED LOT which denies access to the MAINTENANCE EASEMENT, by the OWNER of the ZERO LOT, then a gate or door approved by the APPROVING PARTY must be constructed to provide such access. The OWNER of the ZERO LOT shall have the right to enter upon the MAINTENANCE EASEMENT upon 24 hours written notice to the OWNER of the BURDENED LOT during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, to construct, repair or maintain the UNIT on the ZERO LOT, including a ZERO WALL, or any fence along the ZERO LOT LINE, or at any time in the event of an emergency or to prevent imminent damage, and shall also have the right to enter such other portions of the BURDENED LOT as may be reasonably necessary in connection therewith, and the OWNER of the BURDENED LOT shall provide such access to the OWNER of the ZERO LOT. In connection with such construction, repair and maintenance, the OWNER of the ZERO LOT shall use reasonable efforts to minimize damage to any landscaping or improvements within the BURDENED LOT, and shall not be liable for any damage to the landscaping or improvements within the BURDENED LOT unless such damage is caused by the gross negligence or willful acts of the OWNER of the ZERO LOT, or such OWNER's contractors. Upon the completion of such construction, repair of maintenance, the OWNER of the ZERO LOT shall remove all materials and equipment and clean up and restore the BURDENED LOT in a reasonable manner. Notwithstanding the foregoing, the OWNER of the ZERO LOT shall not be required to repair or restore any improvements constructed or installed in violation of the provisions of this DECLARATION.

73 BURDENED LOT OWNERS' Obligations. The OWNER of any BURDENED LOT shall not attach any fence, wall or other improvements to the ZERO WALL, except such as are attached in connection with the original construction of the UNIT on the ZERO LOT or the BURDENED LOT, and shall not paint or otherwise alter the ZERO WALL, without the prior written consent of the OWNER of the ZERO LOT. The ZERO WALL shall not be used as a playing surface for any sport or game. No landscaping within a MAINTENANCE EASEMENT shall interfere with the flow of surface water drainage within the MAINTENANCE EASEMENT. The OWNER of the BURDENED LOT shall not cause the elevation of the soil adjacent to the ZERO WALL to be less than 2 inches above the slab of the UNIT on the ZERO LOT. No excavations may be made within the MAINTENANCE EASEMENT for any purpose without the written consent of the OWNER of the ZERO LOT. The OWNER of the BURDENED LOT shall not do anything which causes damage to the UNIT or the ZERO WALL on the ZERO LOT, and if the OWNER of the BURDENED LOT does anything which causes such damage, including but not limited to the discoloration of the paint on the ZERO WALL due to the irrigation of the landscaping on the BURDENED LOT, then the OWNER of the BURDENED LOT will be liable for such damage to the OWNER of the ZERO LOT.

74 Construction of Wall or Fence along ZERO LOT LINE. No OWNER shall install a wall along a ZERO LOT LINE, or extend any wall, without the written consent of the OWNER of the BURDENED LOT, except as hereafter set forth. Notwithstanding the foregoing, if any OWNER installs a pool within his LOT, the OWNER may install a wall along the ZERO LOT LINE, or extend any existing wall, but only to the extent such extension or installation is required by the controlling governmental authority and is approved by the A.R.B. as

elsewhere required herein. In the event any such wall is installed or extended, the OWNER installing same shall be required to finish and paint the side of the wall facing the BURDENED LOT in a manner consistent with the finish and color of the side of the ZERO WALL facing the BURDENED LOT. The OWNER of the ZERO LOT, DECLARANT, the A.R.B., and/or the MASTER ASSOCIATION shall have no liability to the OWNER of the BURDENED LOT if the extension or installation of any wall along the ZERO LOT LINE blocks or adversely affects the prior view of the BURDENED LOT.

75 Encroachments and Overhangs. There is hereby reserved an easement for encroachments and overhangs for the original construction of the UNIT, and in particular any ZERO WALL, constructed upon the ZERO LOT, into the BURDENED LOT. Nothing herein shall be deemed to grant any OWNER the right to modify the original construction of the UNIT upon the ZERO LOT to encroach further into the BURDENED LOT.

## **ARTICLE VIII** **ASSESSMENTS**

### **8 ASSESSMENT FOR COMMON EXPENSES.**

8.1 Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER regardless of how his or her title to the property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, except as provided in Paragraph 9.1.6 of this DECLARATION.

8.2 Establishment of Assessments/Special Assessments. Prior to the beginning of each fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the



notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

8.3 Capital Contribution. In addition to ASSESSMENTS for COMMON EXPENSES, all purchasers of a LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated. If not timely paid, the capital contribution shall be deemed an assessment against the LOT and collectible in the same manner as assessments are collected pursuant to Article IX of this Declaration.

## **ARTICLE IX**

### **DEFAULT IN PAYMENT OF ASSESSMENTS**

#### **9 DEFAULT.**

##### **9.1 Monetary Defaults and Collection of Assessments.**

9.1.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of five (5%) percent of the amount of the ASSESSMENT, or Twenty-Five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

9.1.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than 30 days the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES, plus interest at the highest rate permitted by law from the date of such notice until the accelerated ASSESSMENTS for COMMON EXPENSES are paid. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for

COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

9.1.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and shall relate back to the date on which this original DECLARATION was recorded on March 2, 1997. The claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER which come due subsequent to the recording of the lien and all late fees, interest, attorney's fees, and costs incident to the collection process until the lien is satisfied or a certificate of title is issued. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien in recordable form.

9.1.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

9.1.5 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his LOT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

9.1.6 Subordination of Lien. In the event that the holder of an institutional first mortgage obtains title to any Lot subject to assessment by the Association, as a result of a foreclosure of the first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the institutional mortgagee, its successors and assigns,

shall be liable for any installments of assessments thereafter becoming due and shall also be liable for all assessments due prior to acquisition of title as required in accordance with Chapter 720 of the Florida Statutes, as such Chapter may be amended and/or renumbered from time to time. A first mortgagee or a mortgagee that has acquired title by foreclosure or deed in lieu of foreclosure, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Purchasers at such foreclosure sales (other than institutional first mortgagees or their assignees) or short sales shall be liable for all unpaid assessments owed from prior to their acquisition of title, as well as all assessments coming due thereafter. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Paragraph 9.1.6 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Any person or entity who acquires a LOT, except an institutional first mortgagee, through foreclosure of a mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

9.1.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

9.1.8 Unpaid ASSESSMENTS Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

9.1.9 Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other moneys due to the ASSOCIATION, as provided

herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

9.2 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

9.2.1 Fine the OWNER or tenant as provided below and/or suspend, for a reasonable period of time, the rights of an OWNER or an OWNER'S tenants, guests, or invitees, or both, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S LOT, including, but not limited to, the right to park); and/or

9.2.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

9.2.3 Commence an action to recover damages; and/or

9.2.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION. Any entrance by the ASSOCIATION upon a LOT to take such corrective action shall not be deemed a trespass. All expenses incurred by the ASSOCIATION in connection with the correction of any failure as stated above, plus a service charge of ten (10%) percent of such expenses, and all other expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees whether or not incurred in legal proceedings or pre-litigation efforts, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above.

### 9.3 Fines and Suspensions.

9.3.1 Fines: Fines shall be levied and imposed in accordance with Florida Statute Chapter 720 or any other applicable law. If no Florida Statute or law provides for the levying of fines then the Board may by Board Rule determine the procedure for levying fines. The amount of any fine shall not exceed \$100.00 per violation. However a fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing. Fines may exceed \$1,000.00 in the aggregate for a continuing violation. Fines of \$1,000.00 or more shall be a lien upon the Lot where the offending Owner or Owner's Tenants reside.

9.3.2 Prior to imposing any suspension or fine, the OWNER or tenant shall be given written notice of the fact that the ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the OWNER or tenant to request a hearing by written request to the ASSOCIATION within 14 days after the ASSOCIATION's notice. If the OWNER or tenant desires a hearing, they must so notify the ASSOCIATION in writing within 14 days after the ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the OWNER or tenant. At the hearing, the OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the ASSOCIATION's notice shall be deemed imposed.

9.3.3 Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

9.4 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

9.5 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to

the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

9.6 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

9.7 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

9.8 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

9.9 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation or pre-litigation efforts to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER

shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

## **ARTICLE X** **TERM OF DECLARATION**

10 **TERM OF DECLARATION.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION. After such fifty (50) year period, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.

## **ARTICLE XI** **AMENDMENT**

### 11 **AMENDMENT.**

11.1 This DECLARATION may be amended upon the approval of not less than a majority of the OWNERS, except that if any provision of this DECLARATION requires more than a majority vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. This DECLARATION may be amended solely by the BOARD if the amendment is required by any controlling governmental authority and the BOARD determines the amendment does not materially and adversely affect the OWNERS. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

11.2 No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's

proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.3 Notwithstanding anything contained herein to the contrary, this Declaration may not be amended in a manner which withdraws any property from the SUBJECT PROPERTY without the prior written consent of Palm Beach County, Florida.

## **ARTICLE XII**

### **SPECIAL PROVISIONS: INSTITUTIONAL LENDERS**

#### **12 SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.**

12.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

12.1.1 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

12.1.2 Any 60-day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

12.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

12.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

12.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by



certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within 30 days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

12.3 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

### **ARTICLE XIII** **CLUB MEMBERSHIP**

13 CLUB MEMBERSHIP. It is acknowledged the SUBJECT PROPERTY is, within a development known as Aberdeen, which contains a golf course and country club facilities (the "Club Facilities"). OWNERS who took or take title to a Unit after June 18, 2004 are required to be members of the Aberdeen Golf and Country Club ("The Club") in accordance with and as set forth in the "First Area Amendment" to Article 9 of the Amended and Restated Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, such Amendment being recorded in Official Records Book 17136 at Page 1450 of the Public Records of Palm Beach County, Florida and as may be amended from time to time.

### **ARTICLE XIV** **MISCELLANEOUS**

#### 14 MISCELLANEOUS.

14.1 Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

14.2 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of

its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

14.3 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

14.4 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

14.5 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

14.6 Actions Against DECLARANT. The ASSOCIATION shall not institute any legal proceedings against DECLARANT, or any principal of DECLARANT, or any other person or entity related to or affiliated with DECLARANT or any principal of DECLARANT, or spend or commit to spend any ASSOCIATION funds in connection with such legal proceedings, or make a special ASSESSMENT for funds to pay for costs or attorneys' fees in connection with any such legal proceedings, without the consent of 75% of the votes of all of the OWNERS obtained at a special meeting of the OWNERS called expressly for the purpose of approving such action, and without the consent of INSTITUTIONAL LENDERS holding a majority of the mortgages that encumber the LOTS.

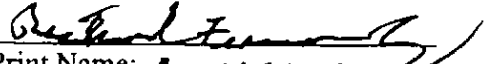
14.7 FHA/VA Approval. If any mortgage encumbering any LOT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the ASSOCIATION by either such agency, the following action, if made by DECLARANT or if made prior to the completion of 75% of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by either such agency: (i) any annexation of additional property, except for the property described on Exhibit "D" attached hereto; (ii) any mortgage, transfer or dedication of any COMMON AREA; (iii) any amendment to this DECLARATION, the ARTICLES or the BYLAWS, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general


scheme of development created by this DECLARATION, provided however such approval shall specifically not be required where the amendment is made to add any property specifically identified in this DECLARATION, or to correct errors or omissions, or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the ASSOCIATION. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to the ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of the ASSOCIATION that the approval was given or deemed given.

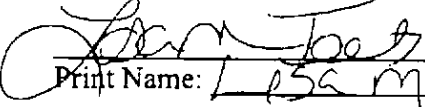
IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants and Restrictions for Turnberry Isle at Aberdeen has been signed by the President and Secretary of the Association on the day and year first above set forth. The Association has caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers.

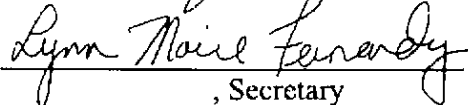
As to witnesses:

TURNBERRY ISLE AT ABERDEEN  
HOMEOWNERS ASSOCIATION, INC.

  
Print Name: RICHARD FERNANDEZ

By:   
President

  
Print Name: LISA M. TEETS

Attest:   
Secretary

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of Dec, 2020, by FRED WOLFSON and LYNN FERNANDEZ, as President and Secretary of Turnberry Isle at Aberdeen Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced RICHARD FERNANDEZ and LISA TEETS as identification and who did take an oath.

(SEAL)



NOTARY PUBLIC

State of Florida at Large.

My Commission Expires: 3/17/2024

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All of ABERDEEN -PLAT NO. 25, 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 78, at Page 96-101

**AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR TURNBERRY  
ISLE AT ABERDEEN ASSOCIATION, INC.**

(Substantial rewording of the Articles of Incorporation  
Turnberry Isle at Aberdeen Association, Inc.  
See governing documents for current text.)

(Amending and restating the original Articles of Incorporation recorded in Official Records  
Book 9774 at Page 428 and as amended in Official Records Book 15864, Page 679 all of the  
Public Records of Palm Beach County, FL)

This corporation was formed as a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

**PREAMBLE:**

TRANSEASTERN ABERDEEN PROPERTIES, INC., A Florida corporation ("DECLARANT"), owned certain property in Palm Beach County, Florida (the "SUBJECT PROPERTY"), and executed and recorded a Declaration of Covenants and Restrictions of Turnberry Isle at Aberdeen (the "DECLARATION") which affects the SUBJECT PROPERTY. This Association is formed as the Association to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as amended from time to time. All of the definitions contained in the DECLARATION, as amended from time to time, shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

**ARTICLE 1. – NAME AND ADDRESS:**

The name of the corporation is TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC, hereinafter referred to the "ASSOCIATION." The address of the principal office of the ASSOCIATION AND THE MAILING ADDRESS OF THE association is 9897 Lake Worth Rd., Ste. 304, Lake Worth, FL 33467.

**ARTICLE 2. -PURPOSE**

The purpose for which the ASSOCIATION is organized are as follows:

- 2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
- 2.2 To enforce and exercise the duties of the ASSOCLATION as provided in the DECLARATION.
- 2.3 To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCATION.

### **ARTICLE 3. – POWERS AND DUTIES**

The ASSOCIATION SHALL HAVE THE FOLLOWING POWERS AND DUTIES;

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

3.2 To administer, enforce carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to the following:

3.2.1 To own, purchase, sell, mortgage, encumber, lease administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

3.2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and THE BYLAWS.

3.2.4 To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the ASSOCIATION.

3.2.5 To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purpose.

3.4.6 To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

3.4.7 To obtain insurance as provided by the DECLARATION.

3.2.8 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

3.2.9 To sue and be sued.

3.2.10 To contract for cable television, security and other services for the SUBJECT PROPERTY.

### **ARTICLE 4 – MEMBERS**

4.1 The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other Instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT.

4.2 The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

4.3 On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.

4.4 The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

#### **ARTICLE 5 – TERM OF EXISTENCE**

The ASSOCIATION shall have perpetual existence.

#### **ARTICLE 6 – INCORPORATOR**

The name and street address of the incorporator is: TRANSEASTERN ABERDDEN PROPERTIES, INC., a Florida corporation, 3300 University Drive, Coral Springs, Florida 33065.

#### **ARTICLE 7 – DIRECTORS**

7.1 The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than five (5) nor more than seven (7) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. Directors are required to be members of the ASSOCIATION.

7.2 All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

7.3 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.

### **ARTICLE 8 – OFFICERS**

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office or officers, for filling vacancies, and for the duties of the officers.

### **ARTICLE 9 – INDEMNIFICATION**

9.1 The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

9.2 To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 9.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.



9.4 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.5 The ASSOCIATION shall have the power to purchase and maintain insurance of behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

#### **ARTICLE 10. – BYLAWS**

The first BYLAWS were adopted by the BOARD and may be altered, amended or rescinded by the Directors and/or members in the manner provided by the BYLAWS.

#### **ARTICLE 11 – AMENDMENTS**

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

11.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to vote at a meeting of the members, which may be the annual or a special meeting or submitted to the members by written consent in lieu of a meeting.

11.2 If the vote is taken at a meeting of the members, then written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting or by written consent in lieu of a meeting.

11.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LIENERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION.

11.7 No amendment to these ARTICLES shall be made which discriminates against any OWNERS(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

11.8 Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

#### **ARTICLE 12. – DISSOLUTION**

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of ASSOCIATION properties shall be effective to divest or diminish a right or title of any MEMBER vested in him under the recorded DECLARATION unless made in accordance with the provisions of such DECLARATION.

#### **ARTICLE 13.**

##### **INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of the ASSOCIATION was 3300 University Drive, Coral Springs, Florida 33065. The registered agent of the ASSOCIATION now is Stoloff & Manoff, P.A., 1818 Australian Ave. South, Suite 400, West Palm Beach, FL 33409.

IN WITNESS WHEREOF, We, being directors of TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC., a Florida Corporation, have hereunto set our hands this 27<sup>th</sup> day of Dec 2020.

TURNBERRY ISLE AT ABERDEEN  
ASSOCIATION, INC. a Florida corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, 29<sup>th</sup> this Dec day 2020 of FRED WEXFORD 2020, by \_\_\_\_\_ as President for Turnberry Isle at Aberdeen Association, Inc. who are personal known or produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 3/17/2024

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of Dec 2020, by AMBERLENE DEZ as Secretary for Turnberry Isle at Aberdeen Association, Inc. who is personal known or produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 3/17/2024

**AMENDED AND RESTATED BYLAWS**  
**OF TURNBERRY ISLE AT ABERDEEN ASSOCIATION INC.**

(Substantial rewording of the Bylaws of Turnberry Isle at Aberdeen Association, Inc.  
See governing documents for current text.)

(Amending and restating the original By-Laws recorded in Official Records Book 9774 at Page  
435 and as amended in Official Records Book 15805, Page 1604 all of the Public Records of  
Palm Beach County, FL)

1. **GENERAL PROVISIONS.**

1.1 **Identity.** These are the BYLAWS of TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, including Florida Statute Chapter 720 as amended from time to time, or any other power incident to any of the above powers.

1.2 **Principal Office.** The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 **Fiscal Year.** The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 **Seal.** The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 **Inspection of Books and Records.** The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representative, and all holders, insurers or guarantors of any first mortgage encumbering a LOT. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION. Notwithstanding the foregoing, any inspection of any books or records of the ASSOCIATION will only be permitted upon reasonable notice, during normal business

hours or under reasonable circumstance, and must be for a proper purpose which is reasonable related to an interest that the person make the inspection has or may have in the ASSOCIATION .

- 1.6 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the DECLARATION.

## 2. MEMBERSHIP IN GENERAL.

- 2.1 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns any LOTS(S).
- 2.2 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instruction of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS or for any other purpose.
- 2.3 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, AS SET FORTH ABOVE

## 3. MEMBERSHIP VOTING.

- 3.1 Voting Rights. The voting rights of the members and of DECLARANT shall be as provided in the ARTICLES.
- 3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS.

Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for thirty percent (30%) of the LOTS SHALL constitute a quorum.

### 3.3 Determination as to Voting Rights.

3.3.1 In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the recorded title to his LOT.

3.3.2 In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals, or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owner of the LOT.

3.3.3 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the ARTICLES or BYLAWS or for any matter that requires or permits a vote of the members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

## 4. MEMBERSHIP MEETINGS.

- 4.1 Who May Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provision of Paragraph 3 above. INSTITUTIONAL LENDERS have the right to attend all members meetings.
- 4.2 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.
- 4.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meetings not less than ~~14~~ 40 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.3.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S) of the LOT otherwise request.
- 4.4 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.
- 4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting.

- 4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the president or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.
- 4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.
- 4.8 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his or her absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.
- 4.9 Order of Business. The order of business at the annual meetings of the members shall be:
- 4.9.1 Determination of chairman of the meeting;
  - 4.9.2 Calling of the roll and certifying of proxies;
  - 4.9.3 Proof of notice of the meeting or waiver of notice;
  - 4.9.4 Reading and disposal of any unapproved minutes;
  - 4.9.5 Reports of directors, officers or committees;
  - 4.9.6 Nomination and election of inspectors of election;
  - 4.9.7 Determination of number of directors;
  - 4.9.8 Election of directors;
  - 4.9.9 Unfinished business;
  - 4.9.10 New Business, and
  - 4.9.11 Adjournment.
- 4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth



the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as co-owner pursuant to Paragraph 3.3.2 of these BYLAWS.

- 4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as the co-owner pursuant to Paragraph 3.3.2 of these BYLAWS.

## 5. DIRECTORS.

### 5.1 Membership.

- 5.1.1 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than five (5) nor more than seven (7) directors. Directors must be members of the Association. The number of directors may be changed by the BOARD prior to the date the nominating committee begins accepting notices from owners of their intent to be a candidate by the then existing BOARD, at a meeting of the BOARD held prior to the date the nominating committee begins accepting notices from owners of their intent to be a candidate and such change is indicated in the notice of the meeting sent to the members. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (Plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

- 5.2 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

- 5.2.1 The members shall elect directors at the annual members' meetings.

5.2.2 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD shall nominate a committee, which committee shall nominate at least as many candidates as there are notices to be a candidate are received. No nominations shall be made from the floor.

5.2.34 The election of directors by the members shall be by ballot that the member or proxy holder personally casts (unless dispensed with by unanimous consent) and by a plurality of the votes cast each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 Term of Office. At each annual meeting, the number of directors to be elected shall equal the number of director terms expiring, each for a term of two (2) years.

5.4 Organizational Meeting. The Newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be called by any director, or the president, at any time.

5.6 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.7 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Notice of any meeting of the BOARD shall not be required to be given to the members or posted unless otherwise required by law. Notice of any meeting in which ASSESSMENTS are to be established shall specifically contain as statement that ASSESSMENTS shall be considered and a statement of the nature of such ASSESSMENTS. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, that time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the

meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of and, regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.8 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by the BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.9 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.1 Calling of roll.;
- 5.11.2 Proof of due notice of meeting;
- 5.11.3 Reading and disposal of any unapproved minutes;
- 5.11.4 Reports of officers and committees;
- 5.11.5 Election of officers;
- 5.11.6 Unfinished business;
- 5.11.7 New Business; and
- 5.11.8 Adjournment.

5.12 Minutes of Meeting. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

- 5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and function as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.
- 5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 5.15 Removal of Directors. Directors may be removed as follows:
- 5.15.1 Any director may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose or by written agreement in accordance with Florida Law. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the Board.
- 5.16 Vacancies.
- 5.16.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors.
- 5.16.2 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may apply to the Circuit Court of the County in which the SUBJECT PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 Compensation. The directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the ASSOCIATION may reimburse any Director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.18 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

## 6. OFFICERS.

6.1 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their power and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold Office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is not time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The vice president shall in the absence or disability of the president, exercise the power and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president. The secretary's duties as set forth above may be delegated to the ASSOCIATION's management company.

6.7 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the member, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASOCATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

## 7. FINANCES AND ASSESSMENTS.

7.1 ASSESSMENT ROLL. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNERS, and the balance due.

7.2 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the ASSOCIATION is obligated to maintain.

## 8. PARLIAMENTARY RULES.

8.1 Roberts' Rules of Order (latest edition) may be used to govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

## 9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by at the direction of 25% percent or more of the members of the ASSOCIATION.

### 9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the ASSOCIATION. Notwithstanding the foregoing, these BYLAWS may be amended solely by the BOARD, upon the unanimous vote of the directors and without the vote or approval by the members, if the purpose of such amendment is solely to conform these BYLAWS to the provisions of any applicable statute of the State of Florida, including any amendment to any statute hereafter adopted. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.4 No amendment shall make any changes in the qualification for membership nor the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES.

9.5 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

### 10. MISCELLANEOUS.

10.1 Tenses and Genders. The use of any gender or any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the



ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

IN WITNESS WHEREOF, We, being directors of TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC., a Florida Corporation, have hereunto set our hands this 29<sup>th</sup> day of Dec 2020.

TURNBERRY ISLE AT ABERDEEN ASSOCIATION, INC. a Florida Corporation

By: [Signature], President

By: [Signature] Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

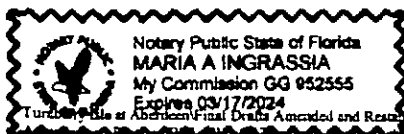
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of Dec of 2020 FILED WOLFEN 2020, by \_\_\_\_\_ as President for Turnberry Isle at Aberdeen Association, Inc. (who are personal known or produced \_\_\_\_\_ as identification.



STATE OF FLORIDA  
COUNTY OF PALM BEACH

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 3/17/2024

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of Dec 2020, by LYNN EKMAN as Secretary for Turnberry Isle at Aberdeen Association, Inc. (who are personal known or produced \_\_\_\_\_ as identification.



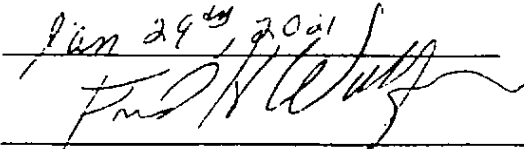
NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 3/17/2024

Turnberry Isle at Aberdeen Final Drafts Amended and Restated Documents Amended and Restated BYLAWS Of Turnberry Isle final redline 10 20 20.docx

[illegible]

- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated Jan 29<sup>th</sup> 2001

Signature 

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

FRED H WOLFSON

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)