

This Instrument prepared by  
and to be returned to:  
Steven G. Rappaport, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Ste. 200  
Boca Raton, FL 33487  
(561) 994-4499



CFN 20180120832

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Sharon R. Bock, CLERK & COMPTROLLER  
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**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
WATERFORD AT ABERDEEN**

HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants and Restrictions for Waterford at Aberdeen. The Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Record Book 5860, at Page 1078, of the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 13347, at Page 760, of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 26 day of March, 2018.

WITNESSES

WATERFORD AT ABERDEEN ASSOCIATION,  
INC.

Lisa Duncan  
Signature

Lisa Duncan  
Print Name

[Signature]  
Signature

Nerybeth Gonzalez  
Print Name

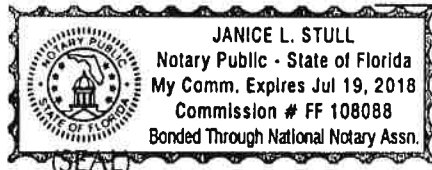
By: Gregory Van Bunt, President

By: Gloria Miller, Secretary

STATE OF FLORIDA )  
) ss:  
COUNTY OF PALM BEACH)

§ The foregoing instrument was acknowledged before me this 26 day of Mar, 2018, by Gregory Van Bunt as President, and GLORIA MILLER, as Secretary, of Waterford at Aberdeen Association, Inc., who are Personally Known  or Produced Identification [ ].

Type of Identification Produced:



Janice L. Stull  
NOTARY PUBLIC, State of Florida at  
Large

EXHIBIT "A"

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
WATERFORD AT ABERDEEN**

The Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 5860, at Page 1078, of the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants and Restrictions for Waterford at Aberdeen is recorded in Official Records Book 13347, at Page 760, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

**Item 1. Article 6, Section 6.11 of the Declaration of Covenants and Restrictions for Waterford at Aberdeen ("Declaration") shall be amended as follows:**

Section 6.11 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall determine any question of subordination. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

**Item 2: Article 6, Section 6.14 of the Declaration shall be amended as follows:**

~~Section 6.14. Initial Capital Contribution. In addition to all of the foregoing Assessments, Owners shall also be required to pay, at the time of the closing of their Lots, a sum equal to two (2) months general Assessments, assessed against a Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one time contribution to be made by the initial purchasers of Lots from Developer. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association and the Owners. In addition to the foregoing, there shall be collected from each Lot Owner who purchases/acquires a Lot within the Association at the time of conveyance of each Lot (i.e. at the time of the closing of their Lot), including but not limited to, the resale or any other transfer or conveyance of a Lot, a nonrefundable capital contribution in an amount of One Thousand Dollars and 00/100 (\$1,000.00), or such other amount as may be established by the Association's Board of Directors from time to time, subject to applicable law. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Association as the Board of Directors deems appropriate in its sole and absolute discretion, including for any Common Expense of the Association. Amounts paid as capital contributions, as set forth herein, are not to be considered as advance payment of Common Expenses/Assessments, and shall not relieve the Lot Owner of their responsibility to pay all subsequent Assessments. With respect to the resale or any other transfer or conveyance of Lots, this section shall be applied prospectively and affect only those Lots bought and sold (transferred or conveyed) subsequent to the date of recording of this Amendment in the Public Records of Palm Beach County, Florida. Notwithstanding anything contained herein to the contrary, the Association shall have the option to waive capital contributions, as set forth herein, in the sole and absolute discretion of the Board of Directors. Further, and notwithstanding anything contained herein to the contrary, the Association shall not be obligated to pay such capital contribution where the Association takes title to a Lot as a result of foreclosure or otherwise. In addition, this requirement to pay the Capital Contribution shall not apply where title is acquired through inheritance, gift, devise or otherwise, by an immediate family member of the Lot Owner, which immediate family shall be defined as the Owner's spouse, parents, siblings, children, grandchildren, or grandparents; or where the Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or where title is acquired by one spouse from another spouse through a judgment or decree of divorce.~~