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## © CERTIFICATE OF AMENDMENT TO ARTICLE 5 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF ASHRORD GREEN AT ABERDEEN ASSOCIATION, Inc.

I HEREBY CERTIFY that the Amendment attached to this Certificate was duly adopted by the members as an Amendment to the Declaration of Covenants and Restrictions of Ashford Green at Aberdeen Association, Inc., by written consent in a lieu of a meeting pursuant to § 61 7.0701 (4) (a), Florida statutes. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 8888, page 917, et seq., of the Public Records of Palm Beach County Florida. An Amendment to the original Declaration of Covenants and Restrictions is recorded in Official Records Book 13659, pages 1749 through 1779 of the Public Records of Palm Beach County, Florida.

	$\cup$
DATED this 27 day of W	, 2006.
V	ASHFORD GREEN at ABERDEEN
	ASSOCIATION, INC.
Wakhana	By: President
Witness	Joel Roses, President
hull de	Attest: Sariantornec
Witness	Adrian Cornell, V. PTreasurer
W Itiless	Aurum Cornen, v. 1 Treasurer
STATE OF FLORIDA ) ) SS	
COUNTY OF PALM BEACH)	
COUNTY OF TALM BEACH)	
BEFORE ME personally appeared Joel Roses, the President and Adrian Cornell, the Vice President -Treasurer on behalf of Ashford Green at Aberdeen Association, Inc., who, respectively, produced Florida driver's license <u>K220477370550</u> and	
President -Treasurer on behalf of Asl respectively, produced Florida drive	hford Green at Aberdeen Association, Inc., who, r's license <u>K220422370580</u> and
President - Treasurer on behalf of Asl respectively, produced Florida drive Florida driver's license 454 000	hford Green at Aberdeen Association, Inc., who, r's license <u>\$22042237.0550</u> and \[ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
President - Treasurer on behalf of Asl respectively, produced Florida drive Florida driver's license 454 000	hford Green at Aberdeen Association, Inc., who, r's license <u>K220422370580</u> and
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President - Treasurer on behalf of Asl respectively, produced Florida drive Florida driver's license (254,000) known to me to be the individuals whacknowledged to and before me that Association with due and regular cor	hford Green at Aberdeen Association, Inc., who, r's license <u>R220422370550</u> and <u>R20470</u> as identification or are personally to executed the foregoing instrument and
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President - Treasurer on behalf of Asl respectively, produced Florida drive Florida driver's license (1054,000 known to me to be the individuals whacknowledged to and before me that Association with due and regular coract and deed of the Association.  WITNESS my hand and official seals (SEAL)	hford Green at Aberdeen Association, Inc., who, r's license <u>K220 W2370550</u> and as identification or are personally to executed the foregoing instrument and they executed such instrument as officers of the porate authority, and that said instrument is the free this <u>day of WL</u> , 2006.

## Amendment to Declaration

Article 5, Section 5.1.5 of the Declaration is hereby amended and changed, subsections have been added, and Section 5.1.8 is deleted. The Amendment enables the Association to repair or replace a roof (or a portion thereof) damaged by a hurricane or other casualty, as a common expense of the Association, not exceeding the appropriate deductible in the Unit Owner's Homeowners Insurance policy. Additions to the previous text are shown by double underline, and deletions are shown by strikeout). The Amendment is as follows:

5.1.5 Building Exteriors and Roofs. The ASSOCIATION shall perform periodic painting of the exterior walls and the exterior surfaces of the doors on the outside of the building UNITS, and other exterior surfaces customarily painted in connection with the painting of the exterior walls. When the ASSOCIATION paints the exterior walls of the UNITS, it will also perform minor repairs and maintenance customarily performed in connection with the painting of the exterior of a UNIT, the nature and extent and time of which shall be in the discretion of the BOARD. The ASSOCIATION shall also periodically clean, and shall maintain, repair and replace the roofs of the UNITS, subject to Sections 5.1.5a, 5.1.5b, 5.1.5c and 5.1.5d below. Damage to ceilings or walls or other damage resulting from leaks shall be the responsibility of the UNIT OWNER. Except for the foregoing periodic exterior painting and roof cleaming, done at such times as determined by the BOARD, and except for the foregoing mointenance, The ASSOCIATION shall not be responsible for any other maintenance or repair of any UNIT, and in particular will not be responsible for repairing or replacing doors, garage doors, windows, and framing, and caulking for same - including leaks due to failure of caulk or other sealant, and all such other maintenance of the UNIT shall be the responsibility of the UNIT OWNER. Not withstanding the foregoing, If any UNIT OWNER makes any improvement of his UNIT which increases the cost to the ASSOCIATION of painting the exterior of the UNIT or maintaining the roof of the UNIT as required herein, the UNIT OWNER may be assessed for such costs by the ASSOCIATION. The general color scheme of the UNITS as originally constructed shall not be materially changed or altered without the consent of the OWNERS.

5.1.5.a Hurricane Damage. Notwithstanding the foregoing, in the event any roof required to be maintained by the ASSOCIATION is damaged or destroyed by hurricane, the ASSOCIATION shall be responsible for repairing and restoring such roof as a common expense; however, the ASSOCIATION'S responsibility shall not exceed the hurricane deductible in the UNIT OWNER'S Homeowners Insurance policy or \$4,000.00, whichever is less. Only one such deductible (limit) shall apply to all hurricane damage occurring in a calendar year, and the limit may be adjusted at the discretion of the Board of Directors not more than once during any calendar year, to coincide with a new Budget. If, in addition to damage to the roof there is other damage, the deductible shall apply proportionately to the cost of repairing the roof and the other damage for the purposes of this provision.

5.1.5b Damage Due to All Other Casualties. In the event of damage to a roof from a

casualty that is not a hurricane, the Association's responsibility shall not exceed \$500 or the deductible in the UNIT OWNER'S Homeowners Insurance Policy, whichever is less. If, in addition to the roof, there is other damage, the deductible shall apply proportionately to the roof and the other damage. If there is more than one such casualty during a calendar year, a separate deductible may apply to each.

5. Reimbursement to ASSOCIATION. Regardless of whether the UNIT OWNER has insurance or files an insurance claim, the UNIT OWNER shall reimburse the ASSOCIATION upon demand for any amount the ASSOCIATION pays for repair of the casualty damage to the roof in excess of the amount specified in Section 31.5.a or 5.1.5b.

5.1.5.d Definition of Hurricane. The term HURRICANE, as used in these Documents, may include tornado, cyclone, and any other windstorm categorized as a hurricane by the National Hurricane Center of the National Weather Service.

Article 5, Section 5.1.8 is deleted in its entirety.

5.1.8 Exception for Casualty Damage. Notwithstanding the foregoing, in the event any portion of a UNIT required to be maintained by the ASSOCIATION is damaged or destroyed by fire, hurricane or other casualty normally covered by property insurance (whether or not the applicable UNIT OWNER maintains insurance that actually covers such damage or destruction), the UNIT OWNER shall be responsible for repairing and restoring any such damage and the ASOCIATION shall not be responsible for same.