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Prepared by and Return To:

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING
SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
HAMPTON COMMUNITY, AMENDED AND RESTATED ARTICLES OF
INCORPORATION FOR HAMPTON COMMUNITY ASSOCIATION, INC. AND
SECOND AMENDED AND RESTATED BY-LAWS FOR
HAMPTON COMMUNITY ASSOCIATION, INC.**

**THIS CERTIFICATE OF RECORDING SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF HAMPTON COMMUNITY,
AND THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
SECOND AMENDED AND RESTATED BY-LAWS OF HAMPTON COMMUNITY
ASSOCIATION, INC.** (the "Certificate of Amendment") is made this 5th day of July, 2018 by **HAMPTON COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Hampton Community was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 5166, Page 897, as amended from time to time; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc., was recorded in the Official Records of Palm Beach County, Florida in Official Records Book 24393, Page 1711, as amended from time to time (the "Declaration"); and

WHEREAS, the Articles of Incorporation and By-Laws for Hampton Community Association, Inc. are attached as Exhibits thereto; and

WHEREAS, on Tuesday, May 15, 2018, at a properly noticed meeting of the members, the members approved the Second Amended and Restated Declaration of Covenants and Restrictions of Hampton Community, the Amended and Restated Articles of Incorporation and Second Amended and Restated By-Laws of Hampton Community Association, Inc. in accordance with the provisions thereof.

NOW, THEREFORE, the undersigned hereby certifies that the following Second Amended and Restated Declaration, Amended and Restated Articles of Incorporation and

Second Amended and Restated By-Laws are true and correct copies as amended by the Association:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Second Amended and Restated Declaration.** The Amended and Restated Declaration is hereby amended as set forth in the Second Amended and Restated Declaration attached hereto as Exhibit "A" and incorporated as if fully set forth herein.
3. **Amended and Restated Articles.** The Amended and Restated Articles of Incorporation is hereby amended as set forth in the Amended and Restated Articles attached hereto as Exhibit "B" and incorporated as if fully set forth herein.
4. **Second Amended and Restated By-Laws.** The Second Amended and Restated By-Laws is hereby amended as set forth in the Second Amended and Restated By-Laws attached hereto as Exhibit "C" and incorporated as if fully set forth herein.

IN WITNESS WHEREFORE, this Certificate of Second Amended and Restated Declaration, Amended and Restated Articles, and Second Amended and Restated By-Laws has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

John Pagliarini
Print Name: John PAGLIARINI

Milton Lipson
Print Name: MILTON LIPSON

HAMPTON COMMUNITY ASSOCIATION, INC.
a Florida not-for-profit corporation

By: *Patricia E. Brown*
Patricia Brown, its President

Date: 5th of July 2018

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

The foregoing instrument was acknowledged before me this 5th day of July, 2018, by Patricia Brown as President of Hampton Community Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

Maria A Ingrassia
Notary Public, State of Florida

MARIA A INGRASSIA
Print Name of Notary Public

My Commission Expires: 3/17/2020



**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HAMPTON COMMUNITY ASSOCIATION, INC.**

On February 5, 1987, the Original Declaration of Covenants and Restrictions for Hampton Community was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 5166, Page 897 (the "Original Declaration"). The Original Declaration, as it previously has been amended and restated, is hereby again restated in its entirety and further amended in part by Hampton Community Association, Inc., a Florida not-for-profit corporation (the "Association"), and the entity responsible for the operation and management of all of the real property located in Palm Beach County, Florida as described in Exhibit "A" attached to the Original Declaration and incorporated as if fully set forth herein (the "Property"). The Property shall be held, transferred, sold, leased, conveyed, occupied, and used subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. (this "Amended and Restated Declaration") and subject to Chapter 720, Florida Statutes, as amended from time to time. The easements, covenants, conditions, restrictions, charges, and liens found in this Amended and Restated Declaration shall be binding on all persons or entities, and their heirs, successors, and assigns, having any right, title, or interest in the Property or any portion thereof. All exhibits to the Original Declaration, excluding the Articles of Incorporation (Exhibit "B") and Bylaws (Exhibit "C"), as recorded prior to the recordation of this Amended and Restated Declaration, including but not limited to Exhibit "A", setting forth the legal descriptions of the Property subject to the Original Declaration, shall remain in full force and effect.

**ARTICLE I
DEFINITIONS**

The following terms as used in this Amended and Restated Declaration, shall have the following meanings:

1.1. "Aberdeen" shall mean and refer to all real property subject to the Aberdeen Planned Unit Development, formerly known as Parkwalk Planned Unit Development, created pursuant to County Resolutions Numbers R-73-811, R-80-1242 and R-80-1243, within which the Property is located.

1.2. "Amended and Restated Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of Hampton Community Association, Inc., as it may be amended from time to time, attached hereto and incorporated as if fully set forth herein as Exhibit "B".

1.3. "Amended and Restated By-Laws" shall mean and refer to the Second Amended and Restated By-Laws of Hampton Community Association, Inc., as it may be amended from time to time, attached hereto and incorporated as if fully set forth herein as Exhibit "C".

1.4. "ARB" shall mean and refer to the Architectural Review Board which is a permanent committee of the "Master Association" (as such term is hereinafter defined), created for the purpose of establishing and enforcing criteria for the construction of "Improvements" (as such term is hereinafter defined) within the Property and other properties subject to the control of the Master Association.

1.5. "ARC" shall mean and refer to the Architectural Review Committee of the Association appointed in accordance with Article VI of this Amended and Restated Declaration for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.6. "Assessment(s)" shall mean and refer to those payments due pursuant to this Amended and Restated Declaration, whether "General Assessment(s)", "Special Assessment(s)" or "Individual Assessment(s)" (as such terms are hereinafter defined), or a combination thereof.

1.6.1. "General Assessment(s)" shall mean and refer to Assessments levied to fund expenses applicable to all "Owners" (as such term is hereinafter defined) of the Association.

1.6.2. "Individual Assessment(s)" shall mean and refer to Assessments levied against one or more Owners for such matters as set forth in this Amended and Restated Declaration and for such matters as related to a specific level of service provided by the Association to a "Lot" (as such term is hereinafter defined) and/or Owner in accordance with section 720.308, Florida Statutes, as amended from time to time.

1.6.3. "Special Assessment(s)" shall mean and refer to Assessments levied in accordance with Section 4.6 of this Amended and Restated Declaration.

1.7. "Board" shall mean and refer to the Association's Board of Directors.

1.8. "Club" shall mean and refer to Aberdeen Golf and Country Club.

1.9. "Club Facilities" shall mean and refer to the golf course and such other properties, improvements, and related amenities located in Aberdeen P.U.D. and Aberdeen P.U.D. and owned by the "Club Owner" (as such term is hereinafter defined).

1.10. "Club Owner" shall mean and refer to Aberdeen Golf and Country Club, Inc., a Florida not-for-profit corporation, its successors and assigns.

1.11. "Common Expenses" shall mean and refer to all expenses, costs, and financial liabilities incurred by the Association, including, without limitation: (i) expenses of ownership, administration, operation, maintenance, repair, and replacement of the Common Property; (ii) all taxes, assessments, and tax liens which may be assessed or levied at any and all times against the Common Property; (iii) all charges levied for utilities

providing services for the Common Property or to the "Lots" (as such term is hereinafter defined) on a bulk basis (if any), such as water, gas, electricity, telephone, cable television, sanitation, sewer, and any type of utility or any other type of service charge which is not separately billed to an Owner; (iv) monitoring expenses; (v) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Property, fidelity coverage, and directors and officers liability insurance; (vi) reserves for replacements, capital expenditures, and deferred maintenance as may be established by the Association; (vii) expenses declared as Common Expenses by this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the "Rules and Regulations" (as such term is hereinafter defined); (viii) savings funds for future maintenance, repairs and capital improvements, not to be used for operating expenses; and (ix) all other costs and expenses incurred by the Association hereunder or lawfully imposed by the Association.

1.12. "Common Property" shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated or reserved to the Association on the recorded subdivision plats of the Property, or conveyed to the Association by deed, and any personal property acquired by the Association.

1.13. "County" shall mean and refer to Palm Beach County, Florida.

1.14. "Developer" shall mean and refer to Sunbelt Properties, Ltd., an Illinois limited partnership authorized to transact business in the State of Florida, its successors and assigns.

1.15. "Improvements" shall mean and refer to all structures, created condition, or appurtenance of any kind including, without limitation, any building, out building, walkway, fence, wall, sign, ornament, driveway, paving, grating, parking, building addition, building alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.

1.16. "Limited Common Property" shall mean and refer to such portions of the Common Property as are intended for the exclusive use (subject to the rights of the County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure serving the Lot which may be located on the Common Property, as designated by the Developer. Unless otherwise provided, specifically to the contrary, reference to the Common Property shall include the Limited Common Property.

1.17. "Lot" shall mean and refer to a tract of real property designated as a residential building lot on any plat of the Property, whether improved or unimproved. When the context shall require or permit, the term "Lot" shall also include structures and/or Improvements thereon, including, but not limited to a "Unit" (as such term is hereinafter defined).

1.18. "Master Association" shall mean and refer to Aberdeen Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.19. "Master Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions for Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development, dated June 17, 1983, and recorded in the Official Records of the County in Official Record Book 3970, Page 573 under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, Public Records of Palm Beach County, Florida, and any amendments thereto recorded or to be recorded in the Official Records of the County.

1.20. "Master Plan" shall mean and refer to that certain Revised Master Plan for Aberdeen, which is filed under the name Parkwalk and marked Exhibit No. 26 in the Official Zoning File of ABERDEEN, in the Office of the County Department of Planning, Zoning and Building, approved July 13, 1982 and as amended from time to time.

1.21. "Member(s)" shall mean and refer to any person or entity holding a membership in the Association and is synonymous with the term "Owner(s)" as said terms are used interchangeably.

1.22. "Mortgagee" shall mean and refer to (1) any person, partnership, corporation or other natural or artificial entity which holds a mortgage upon any portion of the Property at the time of the recordation of the Original Declaration including specifically, Boynton Country Club Estates, Inc., a Florida corporation and Sun Bank/Miami, N.A. (each such entity being hereinafter referred to as a "Current Mortgagee"), and (2) any person, partnership, corporation or other natural or artificial entity which subsequently makes a loan secured by a mortgage upon any portion of the Property and who is designated to be a "Current Mortgagee" in its mortgage, and (3) any "Institutional Lender" which shall refer to a lending institution having a first mortgage lien upon a Lot or any portion of the Property, including any of the following institutions: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state building and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust of mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit sharing fund qualified under the United States Internal Revenue Code, or (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida. As used in this Declaration, the term "Mortgagee" shall apply collectively to a Current Mortgagee, to a designated Current Mortgagee and to an Institutional Lender, but when such terms are expressly used, they shall apply only to the appropriate Mortgagee and not to the others. Notwithstanding the foregoing, as to all of the above, the term Mortgagee shall only apply to those Mortgagees holding a first mortgage.

1.23. "Owner(s)" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simply title to any Lot, excluding, however, those

having such interest merely as security for the performance of an obligation, and is synonymous with the term "Member(s)" as said terms are used interchangeably.

1.24. "Rules and Regulations" shall mean the duly adopted rules and regulations of the Association as the same may be amended from time to time.

1.25. "Unit" shall mean and refer to a residential dwelling constructed on a Lot and shall include the garage and courtyard attached to the dwelling.

ARTICLE II **ASSOCIATION AND MEMBERSHIP**

2.1 Membership. The qualifications for membership and the manner of admission to the membership, the voting rights of such membership, and the termination of such membership, shall be as set forth in the Amended and Restated Articles. Membership meetings and the manner in which Members exercise their voting rights shall be as set forth in the Amended and Restated By-Laws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations.

2.2 Administration of the Association. Unless specifically reserved to the Members, the affairs of the Association shall be administered by the Board in accordance with this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations.

2.3 Dissolution. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the circuit court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Property in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Property.

ARTICLE III **COMMON PROPERTY RIGHTS AND EASEMENTS**

3.1 Title to Common Property. All of right, title, and interest in the Common Property shall be held by the Association; however, all roads, sidewalks, and swales within the Property shall be owned by the County. Notwithstanding anything herein to the

contrary, certain portions of the Common Property may be reserved as Limited Common Property for the exclusive benefit and use of specific Owners.

3.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this Section 3.2 shall be Common Property.

3.3 Plat. Any plat or replat of the Property subject to this Amended and Restated Declaration must conform with the Master Plan as approved by the Board of County Commissioners of Palm Beach County as well as the applicable site plan as approved by the Site Plan Review Committee of Palm Beach County. No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of a plat containing open space may be vacated if the effect of such vacation would not reduce the total open space within the Property below the requirements of Section 500.21 of the County Zoning code.

3.4 Owners' Easements of Enjoyment. Each Owner, resident, tenant, guest, invitee, and licensee shall have a nonexclusive right and easement over and upon the Common Property for the intended use of enjoyment in and to the Common Property in common with all other such Owners, residents, tenants, guests, invitees, and licensees in such manner as may be regulated by the Association from time to time. This right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

3.4.1 The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Property and all other property for which the Association is responsible in compliance with the provisions of this Amended and Restated Declaration and with any restrictions as may encumber the Property as set out on the plat thereof, or any portion thereof, as may be amended from time to time.

3.4.2 The right of the Association to borrow money for the purpose of maintaining, repairing, replacing, and improving the Common Property and in connection therewith, to mortgage, pledge, or hypothecate any or all of its Assessments and/or real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Common Property.

3.4.3 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

3.4.4 The right of the Association, in addition to all other remedies available to the Association, to suspend the rights of any Owner, resident, tenant, guest,

invitee, and licensee to use the Common Property (except as may be required by law) in accordance with Article XII of this Amended and Restated Declaration.

3.4.5 The right of the Association to maintain the Common Property and all other property for which the Association is responsible and the right of the Association, its employees, agents, licensees, and invitees to come upon the Property as may be necessary or convenient for the Association to carry on its duties, obligations, and responsibilities hereunder, and all other work reasonably inferred therefrom.

3.4.6 All of the provisions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations.

3.4.7 The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, or water management or water control district and the right of the Association to grant easements and rights-of-way where necessary or desirable, for utilities, water, and sewer facilities, cable television, and other services to serve the Common Property and/or other portions of the Property.

3.4.8 The easement and restrictions contained elsewhere in this Amended and Restated Declaration and contained on any plat, or filed separately, with respect to all or any portion of the Property.

3.5 Utilities Easements. Easements for the installation and maintenance of utilities, including, without limitation, water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems, are granted over, across, through, and under the Property as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting, or other material, other than sod shall be placed or permitted to remain (unless installed by the Developer or the Association), which may interfere with the installation and maintenance of underground utility facilities. The Association (or such other entity as indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance, and replacement thereof.

3.6 Drainage Easements. Easements for the installation and maintenance of drainage facilities are granted over, across, through, and under the Property to the Association and other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by the Developer or the Association), which may interfere with such installation and maintenance or which may obstruct or retard the flow of water through drainage channels. The Association and the Master Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

3.7 Public Service. All of the Property shall be subject to easements to provide for governmental services, including, but not limited to, fire, police, mail, health, sanitation, emergency services, and other public service personnel for the purpose of performing their appropriate functions, including reasonable rights of access for persons and equipment necessary for such purposes.

3.8 Association Easements. Easements are hereby granted throughout the Property to the Association for the purpose of access to all property dedicated or reserved to the Association on the recorded subdivision plats of the Property. There is also hereby granted an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the Property, inclusive of all Lots, without limitation, for the purpose of performing the maintenance and repair requirements of the Association as described in this Amended and Restated Declaration.

3.9 Emergency Access. In case of any emergency originating in, or threatening the Property or any Lot and/or Unit, regardless of whether the Owner is present at the time of such emergency, the Board, or any other person authorized by the Association, or the management agent under a management agreement, shall have the right to enter the Property and/or such Lot and/or Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

3.10 Mortgagee Easement. An easement is hereby granted to each Mortgagee for the purpose of access to the Lot subject to its mortgage.

3.11 Party Wall Easement. As to all Lots upon which a "Party Wall" (as such term is hereinafter defined) is located, an easement is hereby granted upon the Lot for errors in construction of the Party Wall and for movement of the Party Wall due to settling of the Improvements.

3.12 Club Easement. An easement is hereby granted to members of the Club and their guests, and to the Club Owner and its officers, agents, and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course located within Aberdeen and to permit the doing of every act necessary and incident to maintaining the Club Facilities. These acts shall include, but not be limited to, the recovery of golf balls from Lots, the flight of golf balls over and upon the Lots, the creation of the use and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level association with maintaining Club Facilities, together with all such other common and usual activities associated with the maintenance and operation of Club Facilities. The Developer shall have the right to prescribe in writing to the Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, the Developer may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement.

3.13 Additional Easements. The Association and the Master Association shall have the right to grant additional easements throughout the Property to private utilities

and to such other entities as the Association and the Master Association may deem to be in the best interests of the Owners.

3.14 Non-Interference with Easement Rights. No Owner, resident, tenant, guest, or invitee or licensee of an Owner, resident, tenant, or guest, shall place, or allow to be placed, any improvement, material, or obstacle in or over any easement area which would unreasonably interfere with the rights of the owner of the easement. Any such improvement, material, or obstacle shall be promptly removed by the Owner at the Owner's sole expense when requested by the owner of the easement or the Association notwithstanding any lapse of time since such improvement, material, or obstacle was placed in or over the easement area. In the event an Owner fails to remove such improvement, material, or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Lot and collected as an Individual Assessment.

3.15 Restriction on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

ARTICLE IV **ASSESSMENTS AND LIEN**

4.1 Covenant to Pay Assessments. There is hereby imposed upon each Lot and each Owner, the affirmative covenant and obligation to pay to the Association all Assessments as set forth herein, which Assessments include, without limitation, the General Assessments, Special Assessments, and Individual Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of this Amended and Restated Declaration and agrees that each Lot and the Owners thereof are jointly and severally liable for their portion of Assessments. Any individual or entity, unless otherwise set out herein, acquiring title to a Lot shall be personally liable for any unpaid sums due and payable to the Association that are attributed to the Lot, including, without limitation, any unpaid Assessments, late fees, interest, and any attorneys' fees, costs, and expenses (including appeals, if any) with respect to such Lot.

4.2 Establishment of Lien. Each Assessment, together with interest thereon, administrative late fees, and the costs of collection thereof, including, without limitation, attorneys' fees, costs, and expenses (including appeals, if any), and monies advanced to preserve the Association's lien, shall be the continuing personal obligation of the Owner of the Lot and shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made which lien relates back to the recording of the Original Declaration and which shall bind such lien in the hands of the Owner, their heirs, devisees, personal representatives, successors, and assigns. If the Owner consists of more than

one person or entity, each such person or entity shall be jointly and severally liable for the obligation.

4.3 Common Expenses. The Board shall adopt an annual budget based upon the estimated Common Expenses it expects to incur during the next fiscal year, in accordance with the relevant provisions of the Amended and Restated By-Laws, and shall assess its Members sufficient monies to meet the budget. The Common Expenses as provided for in the budget shall include, without limitation, the following: (i) all expenses and costs for the operation, maintenance, repair, replacement, and management of the Association, the Common Property, and the "Lake Easements" (as such term is hereinafter defined) and for the purpose of promoting the safety and welfare of the Owners; (ii) payment of amounts assessed by the Master Association; (iii) all expenses and costs for the property taxes and assessments against and insurance coverage for the Common Property; (iv) all legal and accounting fees; (v) all expenses and costs of maintenance and repair of the "Hampton Pool" (as such term is hereinafter defined); (vi) all management fees; (vii) charges for utilities and services used upon the Common Property; (viii) reasonable and adequate reserves for roof repairs and replacements for the Units, and painting of the Units, including garages and courtyard exterior walls, and asphalt resurfacing of the Common Property; (ix) expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; (x) maintenance, repair, and replacement of that portion of the Lots outside of the Units and the exterior of the Units, as hereinafter set forth; and (xi) all other expenses deemed by the Board to be necessary and proper for management, maintenance, repair, replacement, operation and enforcement. In the event a budget is not timely adopted by the Board, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. Should the Association at any time determine that the General Assessments made are insufficient to pay the Common Expenses, the Board shall have authority to amend the budget and to levy additional General Assessments to meet such needs. The General Assessment shall be levied for the fiscal year, but the amount of any revised General Assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments) remaining in such fiscal year.

4.4 Reserves. The Association shall establish and maintain an adequate reserves for roof repairs and roof replacements for the Units, and painting of the Units, including garages and courtyard exterior walls, and asphalt resurfacing of the Common Property. Payments to the reserves and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section 4.4 shall be a Common Expense.

4.5 General Assessments. The General Assessments levied by the Association shall be used for the Common Expenses of the Association. Except as provided herein with respect to Special Assessments and Individual Assessments, which may be imposed on one or more Lots or one or more Owners to the exclusion of others as hereinafter set forth, all Lots shall be assessed equally. The General Assessments shall be payable in

advance on a monthly basis, or as otherwise determined by the Board, in such manner as may be fixed by the Board.

4.6 Special Assessments. Special Assessments may be levied from time to time against all Lots and Owners or against one or more Lots or one or more Owners to the exclusion of other Lots and Owners for the following purposes: (i) the acquisition of property by the Association; (ii) the cost of construction of capital Improvements to the Common Property; (iii) the cost of construction, reconstruction, unexpected repair or replacement of the Common Property, including, without limitation, the Hampton Pool or any capital Improvement, and including, without limitation, the necessary fixtures and personal property related thereto, including, without limitation, such costs resulting from an Act of God, hurricane, flood, or freeze damage; (iv) any judgment against the Association (or against any director or officer if and to the extent such director or officer is entitled to be indemnified by the Association therefor pursuant to the Amended and Restated Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment or an agreement by the Association (or such director or officer to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such director or officer) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; (v) attorneys' fees, costs, and expenses (including appeals, if any) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution, or settlement thereof or otherwise), except those attorneys' fees, costs, and expenses incurred by the Association in connection with the collection of Assessments or as may be the subject of an Individual Assessment; (vi) any unexpected Common Expenses or any shortfall in the budget and any other expenses included in the budget adopted annually by the Association; (vii) all expenses and costs for preventative, protective, or remedial construction, reconstruction, improvements, repairs, or replacements in the event of any emergency, as determined in the sole discretion of the Board, including, without limitation, in the event of hurricanes, floods, and fires, to protect against potential danger of damage to person or property; and (viii) for any other purpose as set out in this Amended and Restated Declaration. Special Assessments shall be due, payable, and collectible in such manner as the Board shall determine. If a Special Assessment for any permitted purpose, other than a Special Assessment to cover a budget shortfall or required maintenance and/or repair where safety of the property or persons is at issue, shall exceed One Thousand Five Hundred Dollars (\$1,500.00) per Lot, such Special Assessment shall require the approval of a majority of the eligible Members present, in person or by proxy, at a meeting of the Members at which a quorum is obtained. Special Assessments shall be subject to all of the applicable provisions of this Article IV including, without limitation, administrative late fees, interest charges, lien filing, and foreclosure procedures.

4.7 Individual Assessments. The Association, by and through the Board, shall have the power and authority to levy and collect Individual Assessments, from time to time, against one or more Lots or one or more Owners to the exclusion of other Lots and Owners for any of the following purposes: (i) charges for costs and expenses of the Association which are not Common Expenses but which are attributable to a specific Lot

or Lots and/or to a specific Owner or Owners, including, without limitation, attorneys' fees, costs, and expenses (including appeals, if any) attributable to a specific Lot or Lots and/or to a specific Owner or Owners; (ii) the cost of maintenance, repairs, or replacements of the Lot and/or the Unit, which the Owner thereof has failed or refused to perform in accordance with this Amended and Restated Declaration; (iii) the cost of maintenance, repairs, or replacements of the Common Property and any other property maintained by the Association caused by the negligent or intentional conduct of an Owner, resident, tenant, guest, invitee, or licensee or caused by the failure of an Owner, resident, tenant, guest, invitee, or licensee to comply with this Amended and Restated Declaration and/or the Rules and Regulations; (iv) any expense incurred by the Association, which is the obligation of an Owner, to remedy or abate any emergency; and (v) other fines, expenses, and charges incurred against particular Lots and/or Owners to the exclusion of others as may be contemplated in this Amended and Restated Declaration, including, without limitation, capital contributions. Individual Assessments may include an administrative fee charged by the Association in an amount to be determined by the Board in its discretion from time to time. Individual Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Individual Assessment. Individual Assessments shall be subject to all of the applicable provisions of this Article IV including, without limitation, late fees, interest charges, lien filing, and foreclosure procedures.

4.8 Capital Contribution. In addition to the Assessment obligations as set out in this Article IV, upon acquisition of record title to a Lot, each Owner shall make a nonrefundable contribution to the capital of the Association in an amount determined by the Board, from time to time, by written resolution. The capital contribution shall be due and payable to the Association at the closing of the transfer by the party taking title to the Lot being transferred. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Association as the Board deems appropriate in its sole discretion, including, without limitation, to meet unforeseen expenditures, to acquire additional equipment or services for the benefit of the Members, and for the purposes of operating, maintenance, or reserve obligations. Capital contribution payments shall not be considered advance payments of Assessments. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim, or right to any such capital contributions or funds composed of same. Capital contribution payments shall constitute an Individual Assessment collectible in the same manner as other Assessments as set forth in this Amended and Restated Declaration. Notwithstanding anything herein to the contrary, the Board, in its sole discretion, shall have the right, without obligation, to waive capital contributions.

4.9 No Waiver or Abatement. No Owner may exempt himself/herself/itself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Property or by abandonment of such Owner's Unit. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or

perform some function required to be taken or performed by the Association or the Board under this Amended and Restated Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

4.10 Collection of Assessments. In the event any Owner shall fail to pay any Assessment, or installment thereof, within ten (10) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

4.10.1 Charge interest at the maximum rate allowed by law from the date when due until paid.

4.10.2 Charge an administrative late fee in an amount not to exceed the greater of (i) Twenty-Five Dollars (\$25), (ii) five percent (5%) of the amount of each installment that is paid past the due date, or (iii) such other greater amount as may be provided by Chapter 720, Florida Statutes, as amended from time to time.

4.10.3 Accelerate the entire amount of any Assessment for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. The accelerated Assessments shall become due upon the date stated in notice of same to the Owner but not less than fifteen (15) days after delivery of or the mailing of such notice to the Owner. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association.

4.10.4 Suspend the rights of the Owner(s) in default to use the Common Property and/or to vote on any matter on which Owners have the right to vote, if such Owner is delinquent in payment of any monetary obligation for more than ninety (90) days, as further set out in Article XII of this Amended and Restated Declaration.

4.10.5 Record a claim of lien in the Official Records of the County against the Lot and file an action in equity to foreclose its lien at any time after the effective date thereof in the name of the Association and in like manner as a foreclosure of a mortgage on real property.

4.10.6 File an action at law to collect said Assessments, interest, administrative late fees, and all costs of collection thereof, including, but not limited to, attorneys' fees, costs, and expenses (including appeals, if any), without waiving any lien rights or rights of foreclosure of the Association.

4.10.7 Collect any monetary obligation due to the Association from the rents paid by any tenant occupying the Unit if the Owner has leased the Unit in accordance with section 720.3085, Florida Statutes, as amended from time to time

4.11 Additional Assessments. The Assessments provided for herein shall be in addition to any other Assessments or charges which may be levied by the Master Association.

4.12 Certificate of Assessments. The Association shall prepare a roster of the Members, their respective Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members at reasonable business hours. At the request of an Owner, the Board shall prepare a certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and the amount which is due as of the date of the certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated having been paid or partially paid. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

4.13 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association: (i) all property dedicated or reserved to or owned by the Association and the Master Association; (ii) all property dedicated to or owned by the water management district, water control district, or other party responsible for maintenance of the water management system within Aberdeen; (iii) any portion of the Property dedicated to the County; and (iv) any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

4.14 Subordination of Lien. The lien of the Assessments provided for in this Article IV shall be subordinate to the lien of a first mortgagee recorded prior to recordation by the Association of a claim of lien for unpaid Assessments hereunder. A first mortgagee in possession, a receiver, a purchaser at a foreclosure, and all persons claiming by, through, or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any first mortgagee, or its successor or assignee, who acquires title to a Lot as the result of a foreclosure, or by a deed in lieu of foreclosure, in which the Association was initially joined as a defendant, shall be liable for any past due Assessments or any other unpaid sums due and payable that are attributed to the Lot in such amounts as provided for in section 720.3085, Florida Statutes, as amended from time to time.

4.14.1 Notwithstanding the foregoing, any third party who acquires title to a Lot as a result of a first mortgagee's foreclosure of its first mortgage upon such Lot, or by deed in lieu of foreclosure, shall be jointly and severally liable with the previous Owner for all Assessments, fees, costs, expenses, and other monetary obligations due and owing to the Association that have accrued against the subject Lot prior to such third party acquiring title to such Lot. For purposes of additional clarification, the term "or its successor and assignee" as used in Section 4.14 above strictly refers to any person or entity who lawfully acquires the first mortgage from the Owner's first mortgagee; therefore, a third party who acquires title as a result of the first mortgagee's foreclosure, or by deed

in lieu of foreclosure, shall not be considered a successor or assignee of the first mortgagee.

4.14.2 Any unpaid assessment which constitutes a lien against any Lot, but which is subordinate to first mortgages by reason of the provisions of Section 4.14 above shall be deemed to be an Assessment divided equally among and payable by all Owners whose Lots are subject to Assessment by the Association, and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or deed in lieu of foreclosure) took place.

4.14.3 Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

ARTICLE V

MAINTENANCE OF THE PROPERTY

5.1 Association's Responsibilities.

5.1.1 Maintenance of Common Property. The Association shall be responsible for the maintenance, repair, and replacement of the Common Property, including, without limitation, the following: (i) the Association's swimming pool (the "Hampton Pool"); (ii) the twenty (20) foot perimeter area around the lakes (the "Lake Easements") which are dedicated or reserved to the Master Association on any of the recorded plats of the Property; (iii) all parking lots within the Property; (iv) all original landscaping of the Common Property, including, without limitation, all sodding, irrigation, and the planting and care of palm trees.

5.1.2 Maintenance of Lots and Units. The Association shall maintain, repair, and replace the following: (i) the exterior surface of each Unit, including the roof and exterior walls of the Unit and the attached garage and courtyard; (ii) the painting of the exterior surfaces; (iii) mailboxes; (iv) driveways; (v) mow, edge, and fertilize lawns; (vi) palm trees; and (vii) landscaping irrigation and pest control. All of the foregoing shall be in conformity with the Association's standards and guidelines, as may be adopted by the Board, from time to time. Notwithstanding the foregoing, such responsibility of the Association shall not include the doors, windows, screens, and exterior fixtures of the Units which shall be maintained by the Owners. Extraordinary repairs or replacements beyond the normal maintenance performed by the Association, but not resulting from a casualty covered by insurance, shall be performed by the individual Owner at such Owner's own expense to the satisfaction of the Board. The Board shall determine, in its sole discretion, which repairs and replacements are "normal" and performed by the Association, and which are extraordinary and performed by an Owner.

5.1.3 Association Maintenance Fees and Costs. All fees, costs, and expenses incurred by the Association in maintaining, repairing, and replacing the Common Property and the Units and the Lots as set out above shall be a Common

Expense paid for by the Association through Assessments imposed in accordance with Article IV hereof. Such Assessments shall be against all Lots; provided, however, that the fees, costs, and expenses incurred by the Association for any maintenance, repair, or replacement of the Common Property or any other property for which the Association is responsible caused by the negligent or intentional conduct of an Owner, resident, tenant, guest, invitee, or licensee or caused by the failure of an Owner, resident, tenant, guest, invitee, or licensee to comply with this Amended and Restated Declaration and/or the Rules and Regulations shall be levied as an Individual Assessment against such Owner, collectible in the same fashion as any other Assessment as provided for in this Amended and Restated Declaration.

5.1.4 Common Property Alterations and Improvements. No Owner shall improve, change, modify, or otherwise alter the Common Property, unless otherwise specifically provided herein. The Association, by action of the Board, may make capital improvements to the Common Property without the approval of the Owners if the costs of such capital improvement do not result in a Special Assessment therefore in excess of One Thousand Five Hundred Dollars (\$1,500.00) per Lot. In the event the costs of such capital improvement result in a Special Assessment therefore in excess of One Thousand Five Hundred Dollars (\$1,500.00) per Lot, such capital improvement shall only be conducted with the approval of a majority of the eligible Owners present, in person or by proxy, at a meeting of the Members at which a quorum is obtained. A capital improvement project shall not be separated into multiple years or divided into smaller portions to circumvent the requirement to obtain the Owners' approval for capital improvements to the Common Property in accordance with this Section 5.1.4.

5.2 Owners' Responsibilities. Each Owner shall be responsible for maintenance, repair, and replacement of the following: (i) the structural portion of the exterior walls (excluding surface finish) of the Unit; (ii) all interior areas and portions of the Unit and the contents therein; (iii) all landscaping within the courtyard area of the Unit; (iv) any landscaping placed by the Owner on the Lot outside the courtyard area, pursuant to Section 7.14 hereof; (v) all doors, windows, screens, and exterior fixtures of the Units; and (vi) the walkway from the driveway to the entry of the Unit. The Owner shall be responsible for any damages caused by a failure to so maintain, repair, and replace such Lot and Unit. In addition to all other remedies available to the Association, in the event an Owner fails to perform its responsibilities, as aforesaid, the Association shall have the right, but not the obligation, to enter the Lot and perform such maintenance, repair, and replacement and to assess the costs thereof against such Owner and the Owner's Lot as an Individual Assessment, pursuant to Article IV of this Amended and Restated Declaration. The determination of whether an Owner is failing in the Owner's maintenance, repair, and replacement responsibilities shall be determined in the sole discretion of the Board. The Association and its agents and employees shall have an irrevocable right of access to all Lots to make emergency repairs, to do maintenance and repair work required to be performed by the Association pursuant to the terms hereof, and to do such other work reasonably necessary for the proper maintenance and operation of the Property.

5.3 Party Walls. The common walls separating the Units shall be party walls ("Party Walls") for the perpetual benefit of, and use by the Owners of the Units, including their permitted heirs, successors, assigns, and grantees.

5.3.1 Party Walls Maintenance. In the event of damage or destruction of the Party Wall from any cause other than the negligence or willful misconduct of an Owner or the occupants of a Lot, to the extent not covered by insurance, the Owners sharing the Party Wall shall share equally in the cost of repairing or rebuilding the Party Wall, and each shall have the right to full use as specified herein of the Party Wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the Party Wall, the expense shall be shared equally by the Owners of the adjoining Units. Whenever a Party Wall shall be rebuilt, it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality; provided, however, that if any maintenance, repair, or construction is necessitated solely by the negligence or willful misconduct of an Owner, or the occupants of a Lot, any expense incident thereto shall be borne solely by such Owner of such Lot. If an Owner shall refuse to pay such Owner's share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other Owners sharing the Party Wall may perform the maintenance, repair, or construction and, in such event, shall be entitled to a lien on the Lot of the Owner who has failed to pay. If any Owner shall have given a mortgage upon such Owner's Lot, then the Mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Mortgagee for repair hereunder and not reimbursed to the Mortgagee by the Owner.

5.3.2 Use of Party Wall. Each Owner sharing a Party Wall shall have the right to full use of the Party Wall for whatever purpose or purposes the Owner chooses, subject to the limitation that the use shall not infringe upon the rights of any other Owner sharing the Party Wall, or in any manner impair the value or structural integrity of the Party Wall, or in any manner to violate the Rules and Regulations or the provisions of this Amended and Restated Declaration. If an Owner shall cease to use a Party Wall as such, the Owner shall be deemed to have abandoned all rights thereto, and such Party Wall shall become the property of the adjacent Owner, who shall have an easement upon the land underlying such Party Wall so long as the Party Wall shall be used by such adjacent Owner or such Owner's permitted heirs, successors, assigns, and grantees. Any Owner removing Improvements from a Party Wall or making use of the Party Wall shall do so in such manner as to preserve all rights of the adjacent Owner in the Party Wall, and shall save the adjacent Owner harmless from all damage caused thereby to Improvements then existing. In the event repairs or reconstruction shall be necessary, entries in the adjacent Unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter in the adjacent Unit to effect necessary repairs and reconstruction.

5.3.3 Restriction on Alterations. No Owner shall have the right to cut windows or other openings in the Party Wall, nor make any alterations, additions, or structural changes thereto.

ARTICLE VI

ARCHITECTURAL CONTROLS

6.1 Approval Required. It is the intent of the Association and the Master Association to create within the Property a residential community of high quality and harmonious improvements. Accordingly, no Improvements shall be commenced, erected, placed, installed, painted, planted, constructed, or maintained within the Property nor shall any addition, modification, change, or alteration be made to any Improvements unless and until the plans and specifications, showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the ARB or the ARC, as appropriate. In accordance with Section 8.7 of the Master Declaration, the Association shall have exclusive architectural control over the improvements, additions, alterations, replacements, and changes described in Sections 8.7.1 through 8.7.8 of the Master Declaration. All other improvements, additions, alterations, replacements, and changes shall be under the exclusive control of the Master Association in accordance with the procedures as set forth in Article 8 of the Master Declaration and in the rules, regulations, and standards as may be adopted by the ARB from time to time.

6.2 ARC. The ARC shall consist of not less than three (3) nor more than five (5) members appointed by the Board from time to time. The Board may approve and distribute funds to meet the reasonable expenses of ARC. The ARC shall have the power to adopt, amend, administer, and enforce architectural and landscaping standards and guidelines as to those improvements, additions, alterations, replacements, and changes over which the Association has exclusive control as set out in Sections 8.7.1 through 8.7.8 of the Master Declaration which shall conform to the architectural, landscaping, and other restrictions in this Amended and Restated Declaration and of the ARB. In the event the ARC is not appointed, the Board shall act as the ARC.

6.3 Obtaining ARC Approval. The ARC shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving any material submitted.

6.4 Application for Approval. Any Owner desiring to make Improvements shall submit to the ARC (a) a properly completed form, as may be promulgated by the ARB from time to time; (b) all required plans and specifications, as determined by the ARB

from time to time; and (c) payment of the security deposit, if required by the ARC to be held and disbursed by the Association in accordance with Section 6.5 below. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the ARC and the Association generally, from any loss, claim, damage, or liability connected with or arising out of the improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof). The ARC shall not review any application submitted for approval until all plans and specifications and all other information as may be required by the ARC has been properly submitted. The ARC shall have thirty (30) days after delivery of all required materials to approve or disapprove any such plans. If written disapproval is not provided to the Owner within such thirty (30) day period, the application shall be deemed approved. All additions, changes, and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules, and regulations.

6.5 Security Deposit. Any Owner desiring to make Improvements may be required by the ARC, depending upon the improvements being requested and the manner of installation of such improvements, to provide to the ARC, at the time of the Owner's submission of plans and specifications for review and approval by the ARC, a security deposit to cover costs of incidental damage caused to the Common Property or any other property which is the Association's responsibility to maintain by virtue of such Owner's construction of improvements. The ARC shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested and the amount of the security deposit required. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARC that the improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARC; and (ii) the ARC's inspection of such improvements confirming completion; provided, however, should any incidental damage be caused to the Common Property or any other property which is the Association's responsibility to maintain by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to the Owner until such damages have been repaired to the satisfaction of the ARC. In the event that the Owner has not repaired such damages to the satisfaction of the ARC, the Association shall have the right, without obligation to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARC and/or the Association of the structural safety, approval, or integrity of any improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any improvement. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including attorneys' fees, costs, and expenses (including appeals, if any), incurred in connection therewith. All amounts incurred or paid by the Association to repair such damages caused by and not

repaired by an Owner shall, in addition to the other rights of the Association, be subject to an Individual Assessment levied by the Association against such Owner, which Individual Assessment shall be collectible in the same manner as other Assessments as set forth in this Amended and Restated Declaration.

6.6 Architectural Standards. In accordance with section 720.3035, Florida Statutes, proposed architectural and landscaping plans, improvements, and such other similar requests, plans, and specifications submitted by, or on behalf of, an Owner and, to the extent the Association has not adopted and published guidelines and standards, then the standards to be used by the ARC in reviewing any such request shall be in accordance with the location, size, and appearance as existing in the Property. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the overall community. The ARC shall take into consideration the aesthetic aspects of the architectural and landscaping designs, the extent of its visual impact on the rest of the community, the placement of buildings, landscaping, color schemes, exterior finishes, and materials and similar features. It shall not, however, be responsible for reviewing any plan or design from the standpoint as structural safety or conformance with building or other codes. Unless otherwise required by law, the ARC shall not approve any alteration, addition, or improvement to the Unit roof.

6.7 No Waiver of Future Approvals. The approval of the ARC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the ARC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

6.8 Special Remedies for Noncompliance. If any work is performed in violation of this Article VI, the Association shall have, in addition to all other remedies, the right to demand that the Owner stop work, remove and/or alter any alteration, addition, Improvement, or change in a manner which complies with the requirements of the ARC, and the Association may pursue injunctive relief in addition to any other legal or equitable remedy available to the Association in order to accomplish such purposes. If the Owner does not comply with the Board's ruling within the time period specified by the Board, the Board, at its option, may either remove the noncomplying improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Association for all expenses incurred in connection with the Association's action, including attorneys' fees, costs, and expenses (including appeals, if any) incurred by the Association in any such enforcement action. If the Owner fails to promptly reimburse the Association such expenses, the Board shall levy an Individual Assessment against the Owner for

reimbursement and collectible in the same fashion as any other Assessment as provided in this Amended and Restated Declaration.

6.9 Non-Liability of ARC Members. Neither the ARC, nor any of its members, shall be liable to any Owner, or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, unless the loss, damage, or injury is due to the willful misconduct or bad faith of one of its members, in which case only the culpable member shall have liability. The Association shall not be liable for the safety, soundness, workmanship, materials, or usefulness for any purpose of any such improvement or alteration proposed by the plans. By submitting a request for review and approval by the ARC, an Owner shall be deemed to have and does automatically agree to indemnify, defend, and hold harmless the ARC, the Association, and its officers, directors, partners, affiliates, employees, and representatives, from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses, including, without limitation, attorneys' fees, costs, and expenses (including appeals, if any), arising from, relating to, or in any way connected with the Improvements or alterations for which such request was submitted and/or the security deposit. Furthermore, approval by the ARC of any request does not excuse an Owner from also being required to obtain approvals from all applicable governmental authorities.

6.10 Variances. The ARC may authorize variances from compliance with any of the architectural provisions of the Association when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require a variance. Any such variance must be evidenced in a writing signed by at least two (2) members of the ARC. No violation of covenants, conditions, and restrictions with respect to a matter for which the variance was granted shall be deemed to have occurred. The granting of such a variance shall not, however, operate to waive any covenants, conditions, and restrictions for any purpose except as to the particular Lot and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Lot, including, but not limited to, zoning ordinances, easements, set-back lines, or requirements imposed by any governmental or municipal authority.

6.11 Appeals. Final decisions of the ARC regarding any change, modification, or Improvement to a Lot which impacts the community as a whole may be appealed to the ARB or the Advisory Committee of the Master Association in accordance with Section 8.8 of the Master Declaration.

ARTICLE VII **USE RESTRICTIONS**

In addition to all other covenants, conditions, restriction, rules, and regulations governing the Property, all of the Property shall be held, used, and enjoyed subject to the following use restrictions, the Rules and Regulations, and any and all additional rules and regulations which may, from time to time, be adopted by the Board:

7.1 Residential Use. All Lots shall be used only as single family, private, residential dwellings and for no other purpose. No business, trade, profession, commercial activity, or other nonresidential use shall be permitted within any Lot or Unit, except that a home office is permitted so long as no customers or excessive deliveries are caused thereby, as determined in the sole discretion of the Board.

7.2 Garage Sales. Garage sales, rummage sales, yard sales, or similar sales are prohibited within the Property.

7.3 Pets. Owners may keep as pets dogs, cats, fish, and birds, provided that no such pets are kept, bred, or maintained for any commercial purpose. No other animals, livestock, horses, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Property. All dogs must be on a leash or carried when on the Property and outside of a Unit or fenced-in area on a Lot. No pets shall be permitted within any recreational areas, including, without limitation, the Hampton Pool, under any circumstances. It shall be the pet owner's obligation to remove the pet's solid waste material from all property maintained by the Association. The Board shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. Pet owners are responsible for the cost of repair or replacement of any Common Property, property of the Association, and all other property maintained by the Association that is damaged by their pet. Each pet owner who determines to bring a pet within the Property hereby agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such pet owner having any pet on the Property.

7.4 Boats. Boat mooring facilities on any lake shall be limited only to facilities which may be provided by the Master Association. No one other than the Master Association shall be permitted to install docks, moorings, or similar structures or to keep or moor boats on the lakes. In no event shall motor powered boats be permitted, nor shall any boats be permitted to be stored or kept on boat trailers, on any lawn, driveway, or on Common Property adjacent to the lakes. Boats may be stored in garages, provided they are not visible to outside view.

7.5 Temporary Structures. No temporary buildings, structures, sheds, or tents, either with or without living, sleeping, or eating accommodations, shall be placed, located, kept or maintained within the Property.

7.6 Nuisances. No use, activity, or practice which is, in the sole opinion of the Board, either an annoyance to or an interference with the peaceful possession and proper use of the Property by other Owners, residents, tenants, or guests shall be allowed. There shall not be erected, constructed, suffered, permitted, committed, maintained, used, or operated on any of the Property any nuisance of any kind or character as determined by the Board. No loud noises or noxious odors, as determined by the Board, shall be

permitted within the Property. No Owner, resident, tenant, or guest of a Lot shall permit or suffer anything to be done or kept within such Lot or make any use of the Common Property which will increase the rate of insurance on any portion of the Property. No improper, offensive, hazardous, or unlawful use shall be made of any Lot or Unit. All laws, zoning ordinances, and regulations of all controlling governmental authorities shall be complied with at all times by all Owners, residents, tenants, guests, invitees, and licensees. Violations of laws, ordinances, orders, rules, regulations, codes, or other requirements of any governmental agency having jurisdiction thereover relating to any Lot shall be corrected by, and at the sole expense of, the Owner of said Lot.

7.7 Signs and Outdoor Items. No sign, symbol, advertisement, ornament, poster, decoration, or other similar item shall be affixed, attached, hung, displayed, erected, pasted, posted, or placed by an Owner, resident, tenant, guest, or invitee or licensee of an Owner, resident, tenant, or guest, on the Common Property or on dedicated or reserved areas. Except for holiday decorations as set forth in Section 7.8 below, no sign, symbol, advertisement, ornament, poster, decoration, or other similar item shall be affixed, attached, hung, displayed, erected, pasted, posted, or placed on the exterior walls, doors, fence, balconies, windows, vehicles (on the exterior of a vehicle or within the vehicle which is visible from outside of the vehicle), or from within a Unit which is visible from outside of the Unit, without the prior written approval of the Board. Notwithstanding the foregoing, security signs not exceeding a size determined by the Board are allowed at locations on a Lot approved by the Board. Any permitted signs must comply with all specifications as may be adopted by the Board. The Association shall not consent to any type of "For Sale", "For Rent", "By Owner", or similar sign for the renting or sale of a Lot.

7.8 Holiday Decorations. The hanging, erection, display, or installation of holiday decorations and lighting shall not require the prior written approval of the Board. Holiday decorations and holiday shall only be hung, erected, displayed, or installed during the month of the holiday and must be removed within two (2) weeks of the passing of the holiday (e.g., Halloween lighting and decorations can only be installed on or after October 1 of each year and must be removed on or before November 14 of each year; Christmas lighting and decorations can only be installed and displayed on or after December 1 of each year and must be removed on or before January 8 of each year).

7.9 Antennae. Except as otherwise deemed permissible by Federal and/or State law, no antennae, satellite dish, aerial, or other device for the reception or transmission of television, radio, or other signals of any kind shall be erected, placed, installed, or maintained anywhere on the Common Property (unless installed by the Association) or the exterior of any Lot, without the prior written approval of the Association. Subject to the Federal Telecommunications Act of 1996, as amended from time to time, a satellite dish may be installed on a Lot without the prior approval of the Association so long as such satellite dish is no greater than one (1) meter in diameter and installed in accordance with the Community Standards adopted by the Master Association and consistent with the Over-The-Air Reception Devices rules adopted by the Federal Communications Commission ("FCC"). To the extent that same may be accomplished

without impairing reception of an acceptable quality signal, unreasonably preventing or delaying installation, maintenance, or use of a satellite dish, or unreasonably increasing the cost of installing, maintain, or using a satellite dish, the satellite dish shall be placed in a location which minimizes its visibility from the Common Property and other Lots. Satellite dishes may not be installed on the roof surface unless that is the only location on the Lot where an acceptable signal can be obtained. The preferred installation location is attachment at the eave. If a satellite dish is installed on a roof, the Owner shall indemnify and hold the Association harmless for any roof damage, repairs, or consequential damage caused by the installation of the satellite dish on the roof.

7.10 Vehicles and Parking. No recreational vehicles, commercial vehicles (other than in connection with pickups and deliveries), inoperative vehicles, vehicles without a valid license plate and current registration, trailers, motor homes, mobile homes, or golf carts shall be stored or parked within the Property, unless parked within a garage with a closed door so that it is out of public view. No maintenance or repair shall be performed on any vehicle within the Property, unless performed within a garage with a closed door so that it is out of public view. For purposes of this subsection, trucks of every kind having a published payload capacity exceeding one-half (1/2) ton shall be conclusively presumed to be a commercial vehicle. No Owner, resident, tenant, or guest shall keep any vehicle within the Property which is deemed to be a nuisance by the Board. All vehicles parked within the Property must be in good condition. Determinations as to acceptable vehicles shall be made in the sole discretion of the Board. The parking and storage of vehicles shall be limited to the driveways of Lots and/or garages and other paved surfaces designated by the Association. No parking shall be permitted upon or along the roadways within the Property in accordance with all relevant County codes and ordinances. The Association shall have the right to authorize the towing away of any vehicle in violation of this Section 7.10 with the costs and fees, including attorneys' fees, costs, and expenses, if any, to be borne by the vehicle owner or violator, which shall also be chargeable against the Lot to which the towed vehicle is associated and collectable as an Individual Assessment.

7.11 Trash Containers. No rubbish, garbage, debris, or other waste material shall be deposited, kept, or permitted on any of the Property, except in clean, sanitary, self-locking containers located in appropriate areas. All trash containers and contents thereof shall be stored in an area not visible from the streets or adjoining Lots other than at times of scheduled trash removal. No odor shall be permitted to arise from garbage or trash containers so as to render the Property or any portion thereof unsanitary, offensive, detrimental, or a nuisance to Owners, tenants, residents, or guests. For purposes of periodic trash removal, trash containers shall be placed at locations convenient for pick-up no sooner than 6:00 p.m. on the evening before trash pick-up is scheduled, and trash containers shall be returned to its storage area before 8:00 p.m. on the evening of trash pick-up.

7.12 Awnings. No awnings, canopies, or shutters, including, without limitation, hurricane or storm shutters, shall be attached or affixed to the exterior of any Unit unless such awnings, canopies, or shutters have been approved by the ARB.

7.13 Clothes Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted which is visible from the street or and other Lot, except as may be required by Federal and/or State law. Clothes drying areas will be permitted only in locations approved by the Association and only when protected from view by screening or fencing approved by the Association.

7.14 Landscaping. No Owner, resident, tenant, guest, or invitee or licensee of any Owner, resident, tenant, or guest, shall place any landscaping on a Lot outside the Unit without the express prior written consent of the Association. In the event such consent is given, the landscaping installed in accordance with such consent shall be maintained, repair, and replaced by the Owner.

7.15 Subterranean Activities. No mining, oil drilling, quarrying, or other similar subterranean activities shall be permitted within the Property.

7.16 Lighting. Each Owner shall maintain a minimum of one (1) outdoor light on the Owner's Lot which illuminates the reflective house number plaque, and such lighting shall be on and operating from dusk until dawn, regardless of whether the Owner or any other person is occupying the Lot. All outdoor lighting, including, without limitation, lighting structures, fixtures, and wattage, shall conform to the standards established by the Association.

7.17 Hampton Pool. Use of the Hampton Pool shall be at the sole risk of those individuals using the Hampton Pool. The Association shall not be held liable for any claim, damage, or injury of any kind or type whatsoever occurring thereon or related to use of the Hampton Pool. The Association shall not be liable for the negligence or intentional misconduct of any party in connection with the use of the Common Property, the Hampton Pool, or any other portion of the Property.

7.18 Additional Rules and Regulations. The Board, from time to time, may establish, adopt, amend, alter, or rescind additional reasonable rules and regulations governing the Lots, the Units, and the Common Property and as may be deemed by the Board to be for the best interests of the Association and its Members. All rules and regulations shall not in conflict with this Amended and Restated Declaration, the Amended and Restated Articles, nor the Amended and Restated By-Laws.

7.19 Variances. The Board may, in its sole discretion, authorize variances from compliance with any of the use restrictions of this Amended and Restated Declaration and/or the Rules and Regulations when circumstances, such as and for example purposes only, hardship, may require a variance. Any such variance must be evidenced in a signed writing. No violation of the use restrictions of this Amended and Restated Declaration and/or the Rules and Regulations shall be deemed to have occurred with respect to a matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the covenants, conditions, and restrictions contained in this Amended and Restated Declaration or the Rules and Regulations for

any purpose except as to the particular Lot and particular provisions covered by the variance.

7.20 Enforcement. In addition to all other remedies available to the Association, in the event of violation of the covenants, terms, conditions, and restrictions of this Amended and Restated Declaration and/or the Rules and Regulations, the Association shall have the right to enter upon the Lot and the Unit upon which such violation exists to abate, remove, or otherwise cure the violation, the costs and expenses of which shall be assessable as an Individual Assessment. The Association, its directors, officers, agents, and employees shall not be deemed guilty of any manner of trespass for such entry, abatement, removal, or other cure of such violation.

ARTICLE VIII **INSURANCE**

8.1 Authority to Purchase. The Association shall purchase and maintain the following insurance policies subject to the provisions of this Article VIII, and the cost of the premiums therefor shall be a Common Expense:

8.1.1 Casualty Insurance. All insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board. If available, the Association shall also obtain an Agreed Value Amount and Inflation Guard Endorsement providing coverage in the minimum amount of Fifty Thousand Dollars (\$50,000.00) for each incident and Construction Cost Endorsements, such as Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsements, and Increased Cost of Construction Endorsements.

8.1.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Lots and insuring the Association and the Members as their interests may appear in such amounts and providing such coverage as the Board may determine, from time to time, including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance, or use of the Common Property and the Lots and any legal liability arising in connection with employment contracts to which the Association is a party provided that the minimum amount of coverage shall be Five Hundred Thousand Dollars (\$500,000.00) each person, and One Million Dollars (\$1,000,000.00) each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

8.1.3 Workers' Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.

8.1.4 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state, or local law.

8.1.5 Fidelity Coverage. The Association shall obtain adequate fidelity coverage shall be maintained in accordance with the Amended and Restated By-Laws.

8.1.6 Directors and Officers Coverage. The Association shall obtain adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

8.1.7 Other Insurance. The Board may obtain such other insurance in such coverage amounts as it shall determine from time to time to be desirable, beneficial, or in the best interests of the Association.

8.2 Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

8.3 Subrogation Waiver. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents, and guests.

8.4 Named Insured. For all policies obtained by the Association, the named insured shall be the Association for itself and as trustee for the Members covered by the policy without naming them. The policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the Association and its Members.

8.5 Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article VIII shall be a Common Expense.

8.6 Association's Power to Compromise Claims. The Board is hereby irrevocably appointed agent for each Member for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon payment of claims.

8.7 Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the Association and the Members in an equal undivided share for each Member on account of damage or destruction to the Common Property and an equal undivided share for each Lot affected on account of damage or destruction to a Lot or Lots.

8.8 Owners' Insurance. The Owners shall purchase insurance, including, without limitation, casualty and general liability coverages, on their individual Lots in an amount not less than the maximum insurable replacement value against loss or damage by fire, theft, flood, and hurricane. All other variables of insurance coverage on the Lot may be as each Owner deems appropriate. Proof of such insurance coverage shall be furnished to the Association within fourteen (14) days of obtaining title to a Lot and annually no later than January 5th of each year by submitting a copy of the declaration page thereof.

ARTICLE IX

RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 Repair of Damage to a Lot. If a Lot is damaged by fire, flood, or other casualty, the Owner shall properly and promptly restore the Lot to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Lot unless otherwise approved by the Association.

9.2 Repair of Damage to the Common Property. Repair of damage to or destruction of all or any portion of the Common Property shall be conducted as follows:

9.2.1 Sufficient Insurance Proceeds. If insurance proceeds are sufficient to effect total restoration of damage or destroyed Common Property, then the Association shall cause the damaged or destroyed Common Property to be repaired and reconstructed substantially as they previously existed.

9.2.2 Nearly Sufficient Insurance Proceeds. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the damaged or destroyed Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against all of the Owners in accordance with the provisions of Article IV of this Amended and Restated Declaration.

9.2.3 Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of all of the eligible Owners, the Owners shall determine whether (i) to rebuild and restore the damaged or destroyed Common Property in substantially the same manner as they existed prior to damage or destruction and to raise the necessary funds in excess of the insurance proceeds by levying Special Assessments against all the Owners in accordance with the provisions of Article IV of this Amended and Restated Declaration; (ii) to rebuild and restore the damaged or destroyed Common Property in a manner which utilizes all available insurance proceeds, as well as an additional amount assessable to all the Owners as aforesaid but which is less

expensive than replacing the damaged or destroyed Common Property; or (iii) to not repair or reconstruct the damage or destroyed Common Property and to distribute the available insurance proceeds to the Owners in proportion to their Assessment shares. In the event it is decided that the damaged or destroyed Common Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. There shall be no distribution of remaining proceeds until all debris, remains, and residue have been cleared and removed, and the damaged area has been properly landscaped.

9.2.4 Estimates of Costs. Immediately after a determination is made to repair or reconstruct the damage or destroyed Common Property, the Association shall obtain reliable and detailed estimates of the cost to repair or reconstruct the damage or destroyed Common Property. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may require.

9.2.5 Equitable Relief. In the event of the damaged or destroyed Common Property is to be repair or reconstructed and the Common Property is not so repaired or reconstructed within a reasonable period of time, any Member shall have the right to petition a court of equity having jurisdiction in the County for equitable relief.

9.2.6 Deductibles. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessable as a Special Assessment.

9.2.7 Construction Funds. The proceeds of insurance collected on account of a casualty and the total of Special Assessments (if any) made by the Association in order to provide funds for payment of repair and reconstruction of damaged or destroyed Common Property shall constitute a construction fund. It shall be presumed that the first monies disbursed in payment of costs of repair and reconstruction shall be from insurance proceeds. In the event any construction funds remain after the completion of all repair and reconstruction of the damaged or destroyed Common Property, such balance shall be distributed to the Members in proportion to their Assessment shares.

9.3 Plans and Specifications. Any reconstruction or repair after casualty must be substantially in accordance with the plans and specifications for the original Improvements; or, if none, then according to plans and specifications approved by the Board.

ARTICLE X

SALE, LEASE, OR OTHER TRANSFER OF LOTS

In order to maintain a community of congenial residents who are financially responsible and to protect the value of the Property, the sale, lease, or other transfer of a Lot by any Owner, including without limitation, gift, devise, inheritance, and acquisition

of title to a Lot through foreclosure or by deed in lieu of foreclosure, shall be subject to the following provisions, which provisions each Owner covenants to observe:

10.1 Transfer Subject to Approval. The sale, lease, or other transfer of a Lot shall be subject to the prior written approval of the Association. If any Owner shall acquire title by devise, inheritance, or other transfer required by operation of law, occupancy of the Lot shall be subject to the approval of the Association. No Owner may mortgage his/her/its Lot, or any interest therein, without the prior written approval of the Association, except to a Mortgagee. The approval of any other mortgage shall be upon such conditions as shall be determined by the Association, in its sole discretion. Any sale, lease, or other transfer or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

10.2 Lease Restrictions. No Lot shall be leased during the first eighteen (18) months of ownership commencing on the date the Owner obtains title to a Lot as evidenced by the recordation of a deed or other instrument of conveyance among the Official Records of the County. Each Lot may be leased only one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months and not more than one (1) year. No lease shall automatically renew or extend the initial term thereof. In the event a lease agreement contains such automatic renewal or extension language, such language in any lease agreement entered into after the effective date of this Amended and Restated Declaration shall be deemed null and void and be of no force or effect whatsoever. No Lot shall be subleased. No room(s) or other portion of a Lot shall be separately leased. No Owner may list the Owner's Lot on, or rent their Lot through, any website (e.g., and without limitation, AirBnB, VRBO, or HomeAway), print, or online publication advertising the Owner's Lot for short term, "hotel-like" rental. Occupancy within a leased Lot shall only be by the tenant(s) and those individuals listed as occupants in the lease agreement.

No Owner may lease a Lot if such Owner is delinquent in the payment of any monetary obligation to the Association. In the event an Owner whose Lot is leased is delinquent in the payment of any monetary obligation to the Association, the Association may, without limitation of other lawful remedies, make written demand to such Owner and such Owner's tenant(s) for payment of rent to be remitted to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

No Owner may lease a Lot where such Owner is, at the time the Owner desires to lease a Lot, in violation of the covenants, terms, conditions and restrictions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, or the Rules and Regulations. Every lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, restrictions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and

Regulations. The Association shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s) and to evict/eject such tenant(s) and exercise all such other legal remedies as may be available to the Association on behalf of the Owner. In the event a lease agreement does not contain such termination and ejectment language, all lease agreements entered into after the effective date of the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc., recorded in the Official Records of the County in Official Records Book 28761, Page 695, shall be deemed to include such language as if specifically set forth therein. Additionally, all attorneys' fees, costs, and expenses, including appeals (if any), associated with such eviction/ejectment and/or action for other legal remedies as may be available to the Association shall be assessable against the Lot as an Individual Assessment. If such Individual Assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in any lawful manner not limited to a manner similar to any other Assessment due, and to the extent permitted by law, not limited to the filing of an Assessment lien and subsequent foreclosure, for failure to satisfy such obligation. All attorneys' fees, costs, and expenses, including appeals (if any), incurred by the Association incident to the collection of the forgoing shall be assessable against the Lot as an Individual Assessment and collectible by the Association in any lawful manner including, but not limited to, a manner similar to any other Assessment.

When a Lot is leased, the tenant shall have all use rights in the Common Property otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes, as amended from time to time. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Common Property otherwise readily available for use generally by Owners.

The Owner shall be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Property resulting from acts or omissions of tenants and all other occupant(s) of the leased Lot (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and all other occupant(s) of the leased Lot, and Assessments may be levied against the Lot therefor.

10.3 Failure to Obtain the Approval of the Association. In the event of any sale, lease, or other transfer in contravention of this Article X, the Association may, in its sole discretion and without obligation or notice, at any time after receiving knowledge of such sale, lease, or other transfer in contravention of this Article X, approve same. Additionally, in the event of any sale, lease, or other transfer in contravention of this Article X, the Association shall have the right, without limitation of other lawful remedy, to nullify the transaction, evict/eject the unapproved purchaser(s), tenant(s), occupant(s), or transferee(s) and obtain all such other legal remedy as may be available to the Association to enforce these provisions. All attorneys' fees, costs, and expenses,

including appeals (if any), associated with such action(s) shall be assessable against the Lot as an Individual Assessment. If such Individual Assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in any lawful manner not limited to a manner similar to any other Assessment due, and to the extent permitted by law, not limited to the filing of an Assessment lien and subsequent foreclosure, for failure to satisfy such obligation. All attorneys' fees, costs, and expenses, including appeals (if any), incurred by the Association incident to the collection of the forgoing shall be assessable against the Lot as an Individual Assessment and collectible by the Association in any lawful manner including, but not limited to, a manner similar to any other Assessment.

10.4 Approval of the Association. The approval of the Association shall be obtained in the following manner:

10.4.1 Notice of Intent. An Owner intending to make a bona fide sale, lease, or other transfer of a Lot or any interest therein, shall give to the Association notice in writing of such intention at least thirty (30) days prior to the date of such sale, lease, or other transfer. Such notice of intent to sell, lease, or otherwise transfer a Lot shall include the following: (i) the name(s) and current address(es) of the proposed purchaser(s), tenant(s), occupant(s), or transferee(s); (ii) a copy of the proposed purchase and sale agreement, lease agreement, or other transfer document which includes all the terms thereof; (iii) an application fee as determined by the Board from time to time to be used for the purposes of the sale, lease, or other transfer application, including but not limited to background checks and credit checks; and (iv) such other information as the Association may reasonably require, including, without limitation, social security and driver's license numbers for identity verification and background check and credit check purposes.

10.4.2 Personal Interview. The Board, in its sole discretion, may personally interview any intended purchaser(s), tenant(s), occupant(s), or transferee(s) at a date, time and place agreeable by the Board and such intended purchaser(s), tenant(s), occupant(s), or transferee(s) or may personally interview any intended purchaser(s), tenant(s), occupant(s), or transferee(s) via telephone, videophone, or other real-time communication method. Such personal interview shall occur not less than fourteen (14) days prior to the date of the sale, lease, or other transfer.

10.4.3 Security Deposit. The Association shall have the right to require a security deposit as a condition for approving a lease. Such security deposit shall be a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Property resulting from acts or omissions of tenant(s) or occupant(s) (as determined in the sole discretion of the Board). Payment of interest, claims against the security deposit, refunds and disputes regarding the disposition of the security deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

10.4.4 Notice of Approval or Disapproval. Within thirty (30) days of receipt of an Owner's properly completed notice of intent to sell, lease, or otherwise transfer a Lot, the Association must either approve or disapprove the proposed sale, lease, or other transfer in writing to the Owner and the applicant(s). If the Association does not take action or disapprove the transfer application within thirty (30) days, the sale, lease, or other transfer application shall be deemed approved.

10.4.5 Grounds for Disapproval. Intended purchaser(s), tenant(s), occupant(s), or transferee(s) found to have any of the following may be denied:

- (i) a record of financial irresponsibility, including by way of example and not limitation, a prior or current bankruptcy, foreclosure, or bad debt, or the intended purchaser(s), tenant(s), occupant(s), or transferee(s) do not appear to have adequate financial resources available to meet their obligations to the Association;
- (ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;
- (iii) a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association;
- (iv) a false statement, false information, or false document provided in, with, or for the purposes of the application for sale, lease, or other transfer;
- (v) failure to provide the Association with a Certificate of Compliance as issued by the Master Association verifying that the intended purchaser(s) or transferee(s) have paid all Club and Club Facilities fees and dues to the Club Owner;
- (vi) failure to comply with the request of the Board for a personal interview.

10.5 Copy of Deed. Each individual or entity which acquires an interest in any Lot shall provide the Association with a copy of the deed or other instrument creating the interest and the closing of the settlement statement.

10.6 Guests. Guests shall be those individuals who are not Owners or tenants and occupy a Lot for a period of less than thirty (30) days cumulatively in a calendar year. Guests residing in a Lot for a period greater than thirty (30) days cumulatively shall be deemed holdover occupants of said Lot and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a guest, must meet the requirements of this Article X. Any holdover occupants failing to meet such requirements shall be deemed, without limitation, trespassing and must immediately vacate the premises.

ARTICLE XI AMENDMENTS

Amendments to this Amended and Restated Declaration shall be proposed and adopted in the following manner:

11.1 Approval. This Amended and Restated Declaration may be amended by the affirmative vote of a majority of the votes of all eligible Members. The approval of the Members may be obtained by taking a vote at a meeting of the Members or by written consent in lieu of a meeting in accordance with section 617.0701(4), Florida Statutes, as amended from time to time.

11.2 Proviso. In addition to other government approvals which may be required, any amendment to this Amended and Restated Declaration which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.

11.3 Recording. Amendments to this Amended and Restated Declaration adopted pursuant to this Article XI shall be recorded among the Official Records of the County and shall be effective upon recording.

11.4 Notice of Amendment. Within thirty (30) days after recording an amendment to this Amended and Restated Declaration, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE XII ENFORCEMENT

12.1 Enforcement. All Owners, residents, tenants, guests, invitees, and licensees shall be governed by and shall comply with this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations. Enforcement of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations shall be by, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The failure by any party to enforce any such covenant, restriction, provision, rule, or regulation shall in no event be deemed

a waiver of such covenant, restriction, provision, rule, or regulation or of the right to thereafter enforce such covenant, restriction, provision, rule, or regulation shall in no event be deemed to be a waiver of rights to seek compliance. In the event the Association engages the services of an attorney to seek enforcement of any of the provisions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, or the Rules and Regulations, the Association shall be entitled to reimbursement of its attorneys' fees, costs, and expenses incurred to bring about compliance, regardless of whether litigation is necessary for the enforcement. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, attorneys' fees, costs, and expenses (including appeals, if any), from the non-prevailing party. The attorneys' fees, costs, and expenses (including appeals, if any) incurred by the Association to bring about compliance and/or to obtain a judgment should litigation be necessary shall be levied as an Individual Assessment and collectible in the same fashion as any other Assessment as provided in this Amended and Restated Declaration.

12.2 Voting Right Suspension. Pursuant to section 720.305, Florida Statutes, as amended from time to time, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the voting rights of the Owner for such nonpayment. A voting rights suspension shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the voting rights suspension by mail or hand delivery. A voting interest which has been suspended may not be counted towards the total number of voting interests for any purpose, including but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action pursuant to the this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, or the Rules and Regulations. The voting rights suspension shall end upon full payment of all monetary obligations currently due to the Association.

12.3 Use Rights Suspension for Nonpayment. Pursuant to section 720.305, Florida Statutes, as amended from time to time, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the rights of right of the Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use Common Property for such nonpayment. A use rights suspension due to nonpayment shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the use rights suspension due to nonpayment by mail or hand delivery. The suspension of the right of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Property shall not apply to that portion of the Common Property used to provide vehicular and pedestrian access or utility services to such Owner's Lot.

12.4 Use Rights Suspension and Fines. Pursuant to section 720.305, Florida Statutes, as amended from time to time, the Board may suspend, for a reasonable period

of time, the rights of any Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Property and/or may levy a reasonable fine, which may exceed One Hundred Dollars and No Cents (\$100.00) per violation, against any Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, for any violation of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and/or the Rules and Regulations. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue per day per violation, which may exceed One Thousand Dollars and No Cents (\$1,000.00), until the violation(s) are brought into compliance. The rights of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Property may be suspended and/or a fine may be levied against such Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, by the Board at a properly noticed meeting of the Board. However, the suspension or fine may not be imposed until the individual sought to be suspended or fined has had an opportunity to appear at a hearing before a compliance committee (the "Compliance Committee"), which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. The Compliance Committee shall consist of other Owners appointed by the Board, who are neither officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or fine at such hearing can the suspension and/or fine be imposed. The fine is effective upon mailing or hand delivering written notice to the violating individual of the fine or such earlier date as set out in the written notice which fine shall not commence earlier than the date of the Board's levy of the fine. The use rights suspension is effective upon mailing or hand delivering written notice to the violating individual of the use rights suspension. The suspension of the right of an Owner, the Owner's family, tenants, guests, agents, employees, licensees, and invitees, to use the Common Property shall not apply to that portion of the Common Property used to provide vehicular and pedestrian access or utility services to such Owner's Lot.

12.5 Non-Exclusive Remedy. The rights and remedies of the Association as set forth in this Amended and Restated Declaration shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 Effect and Duration of Covenants. All of the agreements, covenants, conditions, liens, restrictions, and other provisions of this Amended and Restated Declaration shall run with and bind the Property, and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Owners and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots, as applicable, shall be

subject to and shall comply with the provisions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Unit, shall constitute an adoption and ratification by such Owner, tenant, or occupant of these provisions. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.2 Compliance with Provisions. Every person and entity who owns, occupies, or acquires any right, title, estate, or interest in or to any Lot does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition, and covenant contained in this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

13.3 Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements, or other provisions contained in this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws, or the Rules and Regulations, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

13.4 Delegation. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation, and administration, as provided herein, to any managing agency or entity selected by the Board from time to time.

13.5 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner at the last known address of the person who appears as an Owner on the records of the Association as of the time of such mailing, and, in the absence of any specific address, at the address of the Lot owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at the mailing address of the Association as maintained with the Florida Department of State, Division of Corporations, or such other address as the Association shall hereinafter notify the Owners of in writing.

13.6 Additional Restrictions. In addition to this Amended and Restated Declaration, the Property shall be subject to the additional covenants, restrictions, reservations, assessments, liens, and other terms and provisions set forth in the Master Declaration and the Articles of Incorporation and By-Laws of the Master Association and the Rules and Regulations adopted by the Master Association, as the same may be amended from time to time.

13.7 Interpretation. The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Property. Article, section, and paragraph captions, headings, and titles inserted throughout this Amended and Restated Declaration are intended as a matter of convenience only and in no way shall such captions, headings, or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Amended and Restated Declaration. Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.8 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

13.9 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Amended and Restated Declaration and the exhibits attached hereto or otherwise, this Amended and Restated Declaration shall take precedence over the Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations; the Amended and Restated Articles shall take precedence over the Amended and Restated By-Laws and the Rules and Regulations; and the Amended and Restated By-Laws shall take precedence over the Rules and Regulations.

13.10 Effective Date. This Declaration shall become effective upon its recordation in the Official Records of the County.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. was executed at Palm Beach County, Florida this 5th day of July, 2018.

Signed, sealed and delivered in the presence of:

ASSOCIATION

HAMPTON COMMUNITY ASSOCIATION, INC.

a Florida not-for-profit corporation

John Pagliarini
Print Name: John Pagliarini

By: Patricia E. Brown

Milton Lipson
Print Name: MILTON LIPSON

Its: President

Print Name: Patricia E. Brown

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

The foregoing Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. were acknowledged before me this 5th day of July, 2018, by PATRICIA EBROWN, as PRESIDENT of Hampton Community Association, Inc., who is personally known to me or who produced _____ as identification and who did not take an oath.

My commission expires: 3/17/2020

[Signature]
Notary Public
State of Florida at Large



EXHIBIT "A"

THE PROPERTY

See Exhibit "A" to the Declaration of Covenants and Restrictions for Hampton Community, recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 5166, Page 897, as amended and restated from time to time and as referred to in the Second Amended and Restated Declaration to which this Exhibit "A" is attached as the "Original Declaration".

EXHIBIT "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HAMPTON COMMUNITY ASSOCIATION, INC.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HAMPTON COMMUNITY ASSOCIATION, INC.**
(A corporation not-for-profit)

**ARTICLE I
DEFINITIONS**

All initially capitalized terms used herein which are defined in the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc., as may be amended from time to time (the "Amended and Restated Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Amended and Restated Declaration to which these Amended and Restated Articles of Incorporation of Hampton Community Association, Inc. (these "Amended and Restated Articles") are attached as Exhibit "B".

**ARTICLE II
NAME, ADDRESS, AND DURATION**

The name of the corporation shall be HAMPTON COMMUNITY ASSOCIATION, INC. The principal address and mailing address of the Association shall be care of Campbell Property Management, 3918 Via Poinciana Drive, Lake Worth, Florida 33467, or at such other principal address or mailing address as may be subsequently designated by the Board. The Association's duration shall be perpetual.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to protect the value of the property of the Members of the Association, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as set out in the Amended and Restated Declaration, including, without limitation, the establishment and enforcement of payment of charges and Assessments contained therein and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Amended and Restated Declaration. The Association is organized as a not-for-profit corporation, and no part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association.

**ARTICLE IV
POWERS**

Without limitation, the powers of the Association shall include and be governed by the following provisions:

4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a Florida corporation not-for-profit which are not in conflict with the terms of these Amended and Restated Articles, the Amended and Restated Declaration, or the Amended and Restated By-Laws, including those powers under and pursuant to Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time. In the event of any conflict between the provisions of Chapter 617, Florida Statutes, as amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time, the provisions of Chapter 720, Florida Statutes, as amended from time to time, shall apply. In the event of any conflict between these Amended and Restated Articles and the Amended and Restated By-Laws, these Amended and Restated Articles shall control; and in the event of any conflict between these Amended and Restated Articles and the Amended and Restated Declaration, the Amended and Restated Declaration shall control.

4.2 Necessary Powers. The Association shall also have all of the powers reasonably necessary to implement and fulfill its purposes, including, but not limited to, the following:

A. To purchase, own, hold, lease, convey, improve, maintain, repair, replace, operate, and manage the Common Property in accordance with the Amended and Restated Declaration;

B. To fix, levy, and collect Assessments against Members and Lots to defray the Common Expenses and for such purposes as set out in the Amended and Restated Declaration and to enforce payment of Assessments and charges by any lawful means;

C. To use the proceeds of Assessments in the exercise of its powers and duties, including, without limitation, to pay all expenses of the Association and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, assessments, and governmental charges levied or imposed against the property of the Association;

D. To maintain, repair, replace, and operate the Lake Easements, that portion of the Lots outside the Units, and the exterior of the Units as more fully described in the Amended and Restated Declaration;

E. To repair, replace, and reconstruct improvements upon the Common Property after casualty and to further improve the Common Property;

F. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

G. To grant such permits, licenses, and easements over the Common Property for utilities, roads, and other purposes reasonably necessary or useful to the Association;

H. To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its Assessments and/or real or personal property as security for money borrowed or debts incurred;

I. To purchase and maintain insurance upon the Common Property and other property of the Association pursuant to the Amended and Restated Declaration;

J. To purchase equipment, supplies, and material as may be required for the maintenance, repair, replacement, reconstruction, operation and management of the Common Property, the Lake Easements, that portion of the Lots outside the Units, and the exterior of the Units, as more fully described in the Amended and Restated Declaration;

K. To enter any Lot at a reasonable time to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Common Property and all other property for which the Association is responsible to maintain;

L. To make, amend, alter, and rescind reasonable rules and regulations regarding the use and appearance of the Common Property, the Lots, and the Units;

M. To enforce by legal means the provisions of the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations, as they may be promulgated, modified, or amended from time to time ;

N. To establish and maintain a reserve fund, in accordance with the provisions of the Amended and Restated Declaration.

O. To bring suit and to litigate on behalf of the Association and the Members;

P. To deal with the Master Association on all matters which affect the Property, the Members, the Owners, or the Association

Q. To contract for the management of the Association and to authorize a management entity, management agent, or contractor to assist the Association in carrying out its powers and duties by performing the powers and duties of the Association, except such as are specifically required by the Amended and Restated Declaration to have the approval of the Board or the Members;

R. To hire attorneys, accountants, engineers, and other professionals as the need arises and the interest of the Association warrants;

S. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association; and

T. To possess, enjoy, and exercise all powers necessary to implement, enforce, and carry into effect the purposes and powers of the Association under the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws, and the Rules and Regulations, as they all may be amended from time to time.

U. All of the powers of a not-for-profit corporation, as set out in Chapter 617, Florida Statutes, as amended from time to time.

ARTICLE V **MEMBERSHIP**

5.1 Qualification for Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot by filing a deed or other instrument of conveyance therefore in the Official Records of the County. Membership shall continue until such time as the Member transfers or conveys such Member's interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a member of the Association. A beneficiary of a trust (as defined in former section 737.303(4)(b), Florida Statutes), provided said beneficiary occupies the Unit, or a grantor (as defined in section 733.703(3), Florida Statutes) of a trust which has a record ownership interest in a Unit (but not merely as a security interest) shall be deemed a Member of the Association. Said grantor or beneficiary shall provide the Association a copy of the relevant pages of the trust to verify same.

5.2 Voting. Members shall be entitled to one (1) vote for each Lot owned.

5.3 General Matters. When reference is made herein, or in the Amended and Restated Declaration, the Amended and Restated By-Laws, the Rules and Regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of eligible Members and not of the Members themselves.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board consisting of not less than three (3) nor more than nine (9) directors. All directors shall be natural persons who are eighteen (18) years of age or older, shall be Members of the Association in good standing, as determined by the Board, and shall comply with any and all additional eligibility requirements set forth in Chapter 720, Florida Statutes, as amended from time to time. The manner of election to the Board, the term of office, and other provisions regarding the Board shall be established by the Amended and Restated By-Laws.

ARTICLE VII
OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary, Treasurer, Representative to Master Association, and such other officers as the Board may from time to time designate, in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion. All officers shall serve at the pleasure of the Board, shall be members of the Board, and shall meet the eligibility requirements as set forth in Chapter 720, Florida Statutes, as amended from time to time. The names and addresses of the current officers of the Association who are to serve until their successors are duly elected in the manner set forth in the Amended and Restated By-Laws are as follows:

PRESIDENT	Patricia Brown	8207 Cassia Drive Boynton Beach, FL 33472
VICE PRESIDENT	John Pagliarini	8230 Cassia Drive Boynton Beach, FL 33472
SECRETARY	Constance La Mendola	8224 Cassia Drive Boynton Beach, FL 33472
TREASURER	Milton Lipson	8141 Cassia Drive Boynton Beach, FL 33472
REPRESENTATIVE TO MASTER ASSOCIATION	Patricia Brown	8207 Cassia Drive Boynton Beach, FL 33472

ARTICLE VIII
INDEMNIFICATION

Every director, officer, and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees(at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him/her in connection with any proceeding, litigation, or

settlement to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a director, officer, or committee member whether or not he/she is a director, officer, or committee member at the time such expenses are incurred, except in such cases where the director, officer, or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer, or committee member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer, or committee member may be entitled.

ARTICLE IX **INCORPORATOR**

The name and address of the incorporator of the Association is:

Michelle C. Wilkinson, Esq.

Phillips Point, Suite 500
777 South Flagler Drive
West Palm Beach, Florida 33401-6194

ARTICLE X **BY-LAWS**

The Amended and Restated By-Laws may be amended as provided therein; provided, however, that at no time shall the Amended and Restated By-Laws conflict with these Amended and Restated Articles or the Amended and Restated Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE XI **AMENDMENTS**

Amendments to these Amended and Restated Articles shall be proposed and adopted in the following manner:

11.1 Approval. These Amended and Restated Articles may be amended by the affirmative vote of a majority of the eligible Members. The approval of the Members may be obtained by taking a vote at a meeting of the Members or by written consent in lieu of a meeting in accordance with section 617.0701(4), Florida Statutes, as amended from time to time.

11.2 Proviso. No amendment shall conflict with the terms of the Amended and Restated Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

11.3 Recording and Filing. Amendments to these Amended and Restated Articles adopted pursuant to this Article XI shall be recorded among the Official Records of the County and filed in the Office of the Secretary of State of the State of Florida.

11.4 Notice of Amendment. Within thirty (30) days after recording an amendment to these Amended and Restated Articles, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE XII REGISTERED AGENT

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, PL, 1200 Park Central Boulevard, South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

ARTICLE XIII CONSTRUCTION

Whenever it is reasonable to do so, these Amended and Restated Articles shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Amended and Restated Declaration. If any provision of these Articles shall be adjudged invalid, such fact shall not affect the validity of the remaining provisions.

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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not-for-profit corporation at the place designated in these Amended and Restated Articles of Incorporation of Hampton Community Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 13 day of July, _____, 2018.

KAYE BENDER REMBAUM, P.L.

By: Jeffrey A. Rembaum
Jeffrey Rembaum, Member
(Registered Agent)

EXHIBIT "C"

**SECOND AMENDED AND RESTATED
BY-LAWS OF
HAMPTON COMMUNITY ASSOCIATION, INC.**

**SECOND AMENDED AND RESTATED
BY-LAWS OF
HAMPTON COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

These are the Second Amended and Restated By-Laws of Hampton Community Association, Inc. (these "Amended and Restated By-Laws"). Hampton Community Association, Inc. (the "Association") is a not-for-profit corporation organized pursuant to and under Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as may be amended from time to time, for the purpose, among other things, of administering, managing, operating, and maintaining the residential community known as "Hampton". The seal of the Association, if one is used, shall bear the name of the Association, the word "Florida", the words "Corporation Not-for-Profit" and the year of incorporation.

**ARTICLE II
DEFINITIONS**

All initially capitalized terms used herein which are defined in the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc., as may be amended from time to time (the "Amended and Restated Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Amended and Restated Declaration to which these Amended and Restated By-Laws are attached as Exhibit "C".

**ARTICLE III
BOARD OF DIRECTORS**

3.1 Business Affairs. The business affairs of the Association shall be managed by the Board which shall consist of not less than three (3), nor more than nine (9) directors. All directors shall be natural persons who are eighteen (18) years of age or older; shall be Members of the Association in good standing, as determined by the Board; and shall comply with any and all additional eligibility requirements set forth in Chapter 720, Florida Statutes, as amended from time to time. The Board shall exercise all of the powers of the Association existing under the Amended and Restated Declaration, the Amended and Restated Articles, these Amended and Restated By-Laws, Chapter 720, Florida Statutes, as amended from time to time, and Chapter 617, Florida Statutes, as amended from time to time. In the event of conflict between Chapter 617, Florida Statutes, as amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time, Chapter 720, Florida Statutes, as amended from time to time, shall control. In case of any conflict between the Amended and Restated Articles and these Amended and Restated By-Laws, the Amended and Restated Articles shall control; and in case of any conflict between the Amended and Restated Declaration and these Amended and Restated By-Laws, the Amended and Restated Declaration shall control. Such powers

shall be exercised exclusively by the Board unless otherwise specifically delegated to the Members. Without limitation, such powers and duties are more fully set out in the Amended and Restated Articles.

3.2 Term of Office. Directors shall serve staggered terms of two (2) years. Directors shall hold office until the second annual meeting after their election and their respective successors are elected. Directors may be elected to serve any number of consecutive terms.

3.3 Nomination of Directors. Not less than sixty (60) days prior to each annual meeting, the Board shall appoint a Nominating Committee consisting of three (3) Members, who shall not be current officers or directors. Not less than thirty (30) days prior to each annual meeting, the Nominating Committee shall hold a meeting and make as many nominations of Members for election to the Board it deems qualified for service on the Board, in the Nominating Committee's discretion. At the same meeting at which the Nominating Committee makes its nominations, all Members eligible for service on the Board may be nominated from the floor of the meeting. As nominations are conducted prior to the annual meeting of the membership, no nominations shall be permitted from the floor of the annual meeting of the membership.

3.4 Election. Directors shall be elected at the annual meeting of the membership by written ballot. A ballot shall not be deemed cast until delivered to the office of the Association or to the presiding officer at an annual meeting, and upon receipt, no ballot may be rescinded or changed. The election shall be decided by a plurality of the votes cast, each Member voting being entitled to cast such Member's votes for each of as many nominees as there are vacancies to fill.

3.5 Organizational Meeting. The organizational meeting of the newly elected Board shall be held immediately after the annual meeting. If the majority of the directors elected shall not be present at that time, or if the directors shall fail to elect officers, the organizational meeting shall then be held within ten (10) days of their election at such place and time as shall be fixed by the directors, and no further notice of the organizational meeting shall be necessary. The singular instance in which the Board may vote by secret ballot shall be for the election of officers.

3.6 Duty and Compensation. The directors of the Association have a fiduciary duty to the Members, which includes, without limitation, ensuring that every decision that is undertaken is to promote the health, safety, and welfare of the Members. Directors shall use their reasonable business judgment at all times. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, no director shall receive or be entitled to any compensation for services as director, unless approved by a majority of all of the Members. Notwithstanding the foregoing, any director shall be entitled to reimbursement for all expenses incurred on behalf of the Association, if incurred upon the authorization of the Board. Directors shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the

Association, or from anyone whose intent is to influence any decision or action on any official matter, except a director may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual, as all of which is set forth in section 720.3033, Florida Statutes, as amended from time to time.

3.7 Certification of Directors. All directors shall be certified pursuant to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time. The written certification or educational certificate is valid for the uninterrupted tenure of the director and shall be kept among the Association's official records for five (5) years after such director's election or appointment. Any director who does not timely file the written certification or educational certificate shall be suspended from the Board until he/she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

3.8 Recall of Directors. Any director may be removed from office, with or without cause, and for any reason, upon the vote of a majority of all eligible Members at a special meeting of Members called at least in part for this purpose, by the written agreement or ballot of a majority of the entire membership, or as otherwise provided by Chapter 720, Florida Statutes, as amended from time to time. Notice for such special membership meeting shall not be electronically transmitted. If less than a majority of the Board is removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors in the manner provided herein. If a majority or more of the Board is removed, the vacancies shall be filled by the Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by written agreement or by ballot, Members may vote for replacement directors in the same instrument in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, together with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes.

3.9 Resignation and Disqualification of Directors. Directors shall have the absolute right to resign at any time by providing written notice of such resignation to the Board, delivered to the President or the Secretary. Such written notice of resignation shall be effective upon receipt, unless a later date is provided in the written notice of resignation, then upon such later date the resignation shall become effective. Any director shall be disqualified for any manner as provided by the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, creating a vacancy in the office to be filled by the majority of the remaining directors in the manner provided herein.

3.10 Board Vacancies. Except as to vacancies created by recall of a majority of more of the directors or as to vacancies which must be filled in accordance with Chapter 720, Florida Statutes, as amended from time to time, any vacancy occurring on the Board between annual meetings of the Members shall be filled by the appointment of a successor director by a majority of the remaining directors. A director elected or appointed pursuant to this Section 3.10 shall serve the balance of the unexpired term in respect to which such vacancy occurred and shall have all of the rights, privileges, duties, and

obligations as a director elected at an annual meeting of the Members. The election held for the purpose of filling said vacancy may be held at any meeting of the Board.

3.11 Board Meetings and Director Notice. Meetings of the Board may be called by the President and must be called by the President or the Vice President upon receipt of written request by a majority of the directors. Meetings of the Board may be held at such date, time, and location within the County as the Board may designate. Notice of the date, time, and place of the meeting shall be communicated to directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver or a written consent to holding of the meeting, either before or after the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Notice of Board Meetings. Notice of Board meetings shall be conspicuously posted within the Property at least forty-eight (48) hours before such meeting, except in the event of an emergency. All notices shall provide the date, time, and location of the Board meeting being called. A notice for a Board meeting at which an Assessment may be levied shall include a statement that Assessments will be considered and the nature of the Assessments. Notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to the Members and conspicuously posted within the Property at least fourteen (14) days prior to the Board meeting. Members desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice by electronic transmission. Proof of mailing, delivering, or electronic transmission of such fourteen (14) day notice shall be given by affidavit of the person who mailed, delivered, or electronically transmitted such notice; such affidavit shall then be maintained among the official records of the Association. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the official records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

3.13 Order of Business. The order of business at Board meetings, as far as practical, shall be as follows:

- (a) Call of the roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of unapproved minutes.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of officers.
- (g) Unfinished business.
- (h) New business.

(i) Adjournment.

3.14 Presiding Officer. At meetings of the Board, the President shall preside, or in the President's absence, the Vice-President shall preside, or in the absence of both, the directors present shall designate one of their number to preside.

3.15 Quorum and Decisions. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at such meeting at which a quorum is present shall constitute the decision of the Board, except where approval by a greater number is required. Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of officers.

3.16 Adjournment of Meetings. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting from time to time to a date, time, and place certain until a quorum is present. At each such adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.17 Minutes. Minutes of all Board meetings shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting shall be recorded in the minutes. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Members, after such minutes have been approved, at all reasonable times.

3.18 Member Attendance and Participation. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, Members have the right to attend all meetings of the Board. No tenants or guests are permitted to attend any meeting of the Board unless otherwise specifically approved by the Board. Members in attendance at a Board meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to the Board's vote on such designated agenda items and in such manner as determined by the Board. All Member statements must be made in a respectful and businesslike manner and must be directed to the Board. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the Board may, in its sole discretion, deem that such Member has voluntarily abrogated such Member's right to speak for the remainder of the meeting or may expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate.

ARTICLE IV OFFICERS

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, Representative to Master Association, and such other officers as the Board may appoint from time to time as may be deemed appropriate by the Board in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary, in its sole discretion, to manage the affairs of the Association. All officers shall be directors and serve at the pleasure of the Board. An individual officer may hold more than one (1) office; however, the President shall not also be the Treasurer or the Vice-President. No director shall serve the same office for more than six (6) consecutive years.

4.2 Election. The officers of the Association shall be elected by the Board at the organizational meeting of each new Board and may be elected from time to time by the affirmative vote of a majority of the directors present at any Board meeting at which a quorum is present.

4.3 Removal, Resignation, and Disqualification of Officers. Any officer may be removed, with or without cause, by a majority vote of the Board at any meeting of the Board at which a quorum is present. Officers shall have the absolute right to resign at any time by giving written notice to the Board, delivered to the President or the Secretary. Such written notice of resignation shall be effective upon receipt, unless a later date is provided in the written notice of resignation, then upon such later date the resignation shall become effective. Any officer shall be disqualified for any manner as provided by the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, creating a vacancy in the office to be filled by the Board.

4.4 Officer Vacancies. Any vacancy occurring in any office shall be filled by the Board in the same manner in which officers are elected. The election held for the purpose of filling said vacancy may be held at any meeting of the Board.

4.5 Compensation. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, officers shall not directly receive any compensation from the Association for the performance of his/her duties as an officer. Officers shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan, or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except an officer may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual, as set forth in section 720.3033, Florida Statutes, as amended from time to time.

4.6 Duties of Officers. The officers shall perform the duties of such offices customarily performed by officers of like corporations, including, but not limited, to the following:

4.6.1 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a not-for-profit corporation and shall have general supervision over the affairs of the Association and other officers. The President shall, upon approval of the Board, sign, with the Vice President or Treasurer, if the Board so requires, all checks, contracts, promissory notes, leases, deeds, and other instruments on behalf of the Association, except those which the Board specified may be signed by other persons. The President shall ensure that all orders and resolutions of the Board are carried out. The President shall act as ex-officio member of all committees, and render an annual report at the annual meeting of the Members.

4.6.2 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4.6.3 Secretary. The Secretary shall keep all records and minutes of all meetings of the Board and the membership or cause the same to be done. Minutes of the previous Board meeting shall be prepared and give to the President not less than two (2) weeks before the next Board meeting. The Secretary shall have custody of the corporate seal and affix the same when necessary or required. The Secretary shall attend to all correspondence on behalf of the Board, prepare and serve notice of meetings, keep membership books, and receive all applications for membership. The Secretary shall perform such other duties as the Board may determine. The Secretary shall act as transfer agent of the corporate books.

4.6.4 Treasurer. The Treasurer shall receive such monies as shall be paid for the account of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all of the property of the Association, including, without limitation, funds, securities, and evidences of indebtedness. The Treasurer shall supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his/her successor. The Treasurer shall prepare and distribute to all of the directors prior to each annual meeting, and whatever else required, a summary of the financial transactions and condition of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his/her office to the Members at the annual meeting, and make all reports required by law. The Treasurer shall prepare the annual budget, and present it to the Board for its consideration. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association as a Common Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board.

4.6.5 Representative to Master Association. The Representative to the Master Association shall represent the Association on the Board of Directors of the Master

Association and exercise the votes of the Association in the Master Association pursuant to the Master Declaration and the By-Laws of the Master Association. Such representation and exercise of votes shall be as expressly directed by the Board.

ARTICLE V COMMITTEES

The Board may designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management of the business and affairs of the Association. Such committees shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board as required.

ARTICLE VI MEMBERSHIP AND MEMBERSHIP MEETINGS

6.1 Membership. The qualification of Members, the manner of their admission to the membership, the voting rights of such membership, and the termination of such membership shall be as set forth in the Amended and Restated Articles.

6.2 Place of Meetings. All meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Property or as convenient thereto as possible and practical within the County, as shall be stated in the notice thereof.

6.3 Annual Meetings. Annual meetings of the Members shall be held upon such date, time, and place as shall be selected by the Board, in its discretion, in each calendar year and approximately twelve (12) months following the last annual meeting. No annual meeting shall be held on a legal holiday. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by Members.

6.4 Special Meetings. Special meetings of the Members shall be held whenever called by the President or by a majority of the Board and must be called by the Secretary, upon receipt of a written request from Members of the Association holding ten percent (10%) of the total votes of the membership. The notice of any special meeting shall state the date, time, and place of such meeting designated by the Board and shall state the purpose thereof. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice of the meeting.

6.5 Notice of Meetings. Written notice of all meetings of the Members shall be mailed, delivered, or electronically transmitted to each Member at such mailing address, electronic mailing address, or facsimile number as appears in the official records of the Association and shall be conspicuously posted on the Property at least fourteen (14) days

prior to the date set for such meeting, except in the event of an emergency. Such notice shall specify the place, date, and time of the meeting and an agenda for which the meeting is called as hereinafter set forth. Members desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice by electronic transmission. Proof of mailing, delivering, or electronic transmission of notice shall be given by the affidavit of the person giving the notice. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the official records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

6.6 Order of Business. The order of business at the annual meeting of the Members and, as far as practical, at all other meetings of the Members, shall be as follows:

- (a) Call to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

6.7 Presiding Officer. At meetings of the Members, the President shall preside, or in the President's absence, the Vice President shall preside, or in the absence of both, the directors present shall designate a chairperson.

6.8 Quorum and Decisions. The presence, in person or by proxy, of the Members representing thirty percent (30%) of the total voting interests of the Association shall constitute a quorum at all meetings of the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is attained shall constitute the acts of the Members, except when approval by a greater number of Members is required. Unless otherwise prohibited, Members may vote in person, by proxy, or by written consent in lieu of a meeting of the membership pursuant to the relevant provisions of Chapter 617, Florida Statutes, as amended from time to time.

6.9 Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time to a date, time, and location certain until a quorum is present. Any business which might have been transacted at the meeting originally called may be transacted at any adjourned meeting thereof without further notice. If for any reason a new date must be fixed for

reconvening the meeting after adjournment, notice of the meeting and place for reconvening the meeting shall be given to the Members in the manner prescribed for membership meetings.

6.10 Proxies. Votes may be cast in person or by proxy. To be valid, a proxy must: (i) be in writing; (ii) state the date on which the proxy was given; (iii) state the date, time, and location of the meeting for which it was given; (iv) be signed by the Member giving the proxy or by the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Unit; and (v) be filed with the Secretary before or at the appointed time of the meeting. Limited proxies shall additionally provide the Member's vote for such specific items as are being voted upon by the Members at the meeting for which the limited proxy is given. Proxies shall be valid only for the particular meeting designated therein and any adjournment of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the meeting designated in the proxy. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. The proxy holder, or substitute proxy holder, must personally attend the meeting for which such proxy is given in order for such proxy to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

6.11 Designation of Voting Member. All voting certificates issued pursuant to this Section 6.11 shall be filed with the Secretary. In the event any such voting certificate is not filed with the Association as required below, the vote to which such Unit is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed. A voting certificate shall be valid until revoked by the Members to the voting certificate, until superseded by a subsequent voting certificate, or until a transfer of title to the Unit to which the voting certificate pertains.

6.11.1 Unit Owned by One (1) Person. In the event a Unit is owned by one person, that person's right to vote shall be established by the recorded title to the Member's Unit.

6.11.2 Unit Owned by More than One (1) Person. In the event a Unit is owned by more than one (1) person, including, without limitation, a married couple, a voting certificate designating one (1) Owner as the Member entitled to cast the vote for their Unit signed by all Owners of the Unit is required.

6.11.3 Unit Owned by an Entity or Entities. In the event a Unit is owned by a corporation, partnership, limited liability company, estate, trust, or other similar entity or more than one (1) such entity, the person or persons of such corporation, partnership, limited liability company, estate, trust, or other similar entity or entities entitled to cast the vote for such Unit shall be designated in a voting certificate signed by the corporation's president, all members of the partnership, all members of the limited liability company, the personal representative of the estate, the trustee, or other authorized signatory as the context so requires of the entity or entities.

6.12 Minutes. Minutes of all meetings of the Members shall be maintained in written form or in another form that can be converted into written form within a reasonable time, shall be kept in a businesslike manner, and shall be available for inspection by the Members, after such minutes have been approved, at all reasonable times.

6.13 Member Attendance and Participation. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, Members have the right to attend all meetings of the Members. No tenants or guests are permitted to attend any meeting of the Members unless otherwise specifically approved by the Board. Members in attendance at a membership meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to a vote on such designated agenda items. All Member statements must be made in a respectful and businesslike manner. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, in the sole discretion of the chairperson, the Member may be deemed to have voluntarily abrogated such Member's right to speak for the remainder of the meeting or may be expelled from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate.

ARTICLE VII PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) may but shall not be required to govern the conduct of corporate proceedings when not in conflict with the Amended and Restated Declaration, the Amended and Restated Articles, these Amended and Restated By-Laws, the Rules and Regulations, Chapter 720, Florida Statutes, as amended from time to time, and Chapter 617, Florida Statutes, as amended from time to time.

ARTICLE VIII FISCAL MANAGEMENT

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board is authorized to change to a different fiscal year at such time as the Board deems it advisable.

8.2 Depositories. The funds of the Association shall be deposited in such banks and accounts as may be selected by the Board from time to time, including, without limitation, checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board. Association funds shall be withdrawn only over the signature of the President, upon approval of the Board, with the signature of the Vice President or Treasurer, if the Board so requires, except those which the Board specified may be signed by other persons. The funds shall be used only for corporate purposes.

8.3 Fidelity Coverage. Fidelity bonds or insurance shall be maintained by the Association for all “persons who control or disburse funds of the Association.” The fidelity bonds or insurance must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 8.3, the term “persons who control or disburse funds of the Association” includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer. The premiums on such bonds or insurance shall be paid by the Association as a Common Expense. The bonds or insurance shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account. If annually approved by a majority of the Members present at a properly called meeting of the Members, the Association may waive the requirement of obtaining fidelity bonds or insurance for all persons who control or disburse funds of the Association.

8.4 Accounting Records. The Association shall maintain accounting records according to generally accepted accounting practices and shall be open to inspection by Members at reasonable times in accordance with Chapter 720, Florida Statutes, as amended from time to time. Such records shall include a record of receipts and disbursements and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due.

8.5 Financial Report. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year in accordance with Chapter 720, Florida Statutes, as amended from time to time. Within twenty-one (21) days after the final financial report is completed by the Association, or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member.

8.6 Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting practices.

8.7 Budget. Prior to the start of each fiscal year, the Board shall adopt a budget for the next fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board, in accordance with good accounting practices. After the budget has been adopted by the Board, a copy of the adopted budget shall be mailed, delivered, or electronically transmitted to each Member at the Member's last known address, electronic mailing address, or facsimile number as shown on the books and records of the Association. In lieu of mailing, delivering, or electronically transmitting a copy of the adopted budget, the Association shall mail, deliver, or electronically transmit to each

Member at the Member's last known address, electronic mailing address, or facsimile number as shown on the books and records of the Association written notice that a copy of the adopted budget is available upon request at no charge to the Member.

ARTICLE IX RULES AND REGULATIONS

The Board may, from time to time, adopt reasonable rules and regulations for the operation and use of the community, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Amended and Restated Declaration, the Amended and Restated Articles, or these Amended and Restated By-Laws. Copies of any rules and regulations as promulgated, amended, or rescinded by the Board shall be mailed, delivered, or electronically transmitted to all Members at the last known address, electronic mailing address, or facsimile number of the Members as shown on the books and records of the Association and shall become effective upon such mailing, delivery, or electronic transmission.

ARTICLE X AMENDMENT OF BY-LAWS

Amendments to these Amended and Restated By-Laws shall be proposed and adopted in the following manner:

10.1 Approval. These Amended and Restated By-Laws may be amended by the affirmative vote of a majority of the Board.

10.2 Proviso. No amendment shall conflict with the terms of the Amended and Restated Declaration or the Amended and Restated Articles.

10.3 Recording. Amendments to these Amended and Restated By-Laws adopted pursuant to this Article X shall be recorded among the Official Records of the County and shall be effective upon recording.

10.4 Notice of Amendment. Within thirty (30) days after recording an amendment to these Amended and Restated By-Laws, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before the Board's vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

**ARTICLE XI
CONSTRUCTION**

Whenever it is reasonable to do so, these Amended and Restated By-Laws shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Amended and Restated Declaration. If any by-law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other by-law, rule or regulation.

IN WITNESS WHEREOF, these Second Amended and Restated By-Laws of Hampton Community Association, Inc. were executed at Palm Beach County, Florida this 5th day of July, 2018.

Signed, sealed and delivered
in the presence of:

John Pagliarini
Print Name: John PAGLIARINI

Milton Lypson
Print Name: MILTON LYPSON

ASSOCIATION

HAMPTON COMMUNITY ASSOCIATION,
INC.
a Florida not-for-profit corporation

By: Patricia E. Brown

Its: President

Print Name: Patricia E. Brown

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

The foregoing Second Amended and Restated By-Laws of Hampton Community Association, Inc. were acknowledged before me this 5th day of July, 2018, by PATRICIA E. BROWN, as PRESIDENT of Hampton Community Association, Inc., ~~who is personally known to me or who produced~~ _____ as identification and who did not take an oath.

My commission expires: 3/17/2020

[Signature]
Notary Public
State of Florida at Large

