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**CERTIFICATE OF RECORDING
AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HAMPTON COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF HAMPTON COMMUNITY ASSOCIATION, INC. (the "Certificate of Amendment") is made this 15th day of April, 2020 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 Second 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 29993, Page 642 (the "Declaration"); and

WHEREAS, the Declaration may be amended in the manner as set forth in Article XI of the Declaration upon the affirmative vote of a majority of the votes of all eligible "Members" (as such term is defined in the Declaration); and

WHEREAS, on Wednesday, March 25, 2020, at the properly noticed annual meeting of the Members, the Members approved the Amendment to the Second Amended and Restated Declaration of Covenants and Restrictions of Hampton Community Association, Inc. (the "Amendment") in accordance with the provisions thereof Article XI of the Declaration.

NOW, THEREFORE, the undersigned hereby certifies that the following Amendment is a true and correct copy of the Amendment as amended by the Association:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.

EXHIBIT "A"

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

*(new language shown by underline,
deleted language shown by ~~strikeout~~
" * * " shows unaffected language)*

Section 10.2 of the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. is hereby amended to provide the following:

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, measured from the date of commencement of the lease. For example and clarification purposes only, if a lease is commenced on April 1, 2020 and terminates on March 31, 2021, the Lot may be subject to a new lease no earlier than April 1, 2021 as such new lease would commence in a subsequent calendar year to the lease which commenced on April 1, 2020; and further, if a lease is commenced on July 1, 2020 and terminates on November 30, 2020, the Lot may be subject to a new lease no earlier than January 1, 2021 as such new lease would commence in a subsequent calendar year to the lease which commenced on July 1, 2020. ~~and e~~ Each lease shall be for a term of not less than ~~three (3)~~ four (4) 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.