

Prepared by and return to:

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Palm Beach County, Florida
Joseph Abruzzo, Clerk
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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. (this "Certificate") is made this 5th day of October, 2023, 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, as amended from time to time (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, by written consent in lieu of a membership meeting, the Members approved the Amendment to the Second Amended and Restated Declaration of Covenants and Restrictions of Hampton Community Association, Inc., attached hereto and incorporated as if fully set forth herein as **EXHIBIT "A"** (the "Amendment"), in accordance with the provisions of 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.

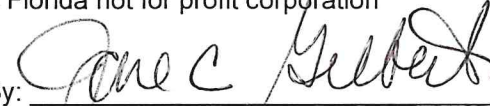
2. **Amendment.** The Declaration is hereby amended as set forth in the Amendment attached hereto as **EXHIBIT "A"** and incorporated as if fully set forth herein.

IN WITNESS WHEREFORE, this Certificate has been signed by the Association on the date set forth below.

Signed, sealed, and delivered
in the presence of:

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

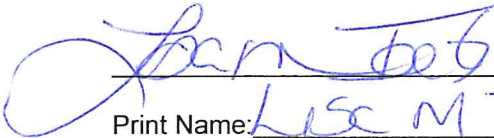


By: 

Print Name: Scott Womack

Jane Gilberti, its President

Date: 10-5-23


Print Name: Lisa M Teets

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

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 5th day of October, 2023, by Jane Gilberti 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.




Notary Public, State of Florida

MARIA INGRASSIA
Print Name of Notary Public

My Commission Expires: 3/17/24

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

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 more than three (3) pets shall be permitted per Unit. 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 unless within a ~~or~~ fenced-in area on a Lot. Invisible fences are not permitted. 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.

Section 7.8 of the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. is hereby amended to provide the following:

7.8 Holiday Decorations. The hanging, erection, display, or installation of holiday decorations and lighting in accordance with this Section 7.8 shall not require the prior written approval of the Board. ~~Winter holiday lighting and decorations shall only be installed and displayed on or after Thanksgiving of each year and must be removed on or before January 14 of each year.~~ All other ~~H~~holiday decorations and ~~holiday lighting~~ 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).~~

Section 8.8 of the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. is hereby amended to provide the following:

8.8 Owners' Insurance. The Owners shall purchase an HO3 insurance policy, 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 upon each Owner's annually policy renewal ~~no later than January 5th of each year~~ by submitting a copy of the declaration page thereof. In the event the Association discovers that an Owner does not have insurance upon such Owner's Lot as required by this Section 8.8, the Association shall have the right, without obligation, to notify the Owner of the neighboring Lot of same.

Section 10.4.5 of the Second Amended and Restated Declaration of Covenants and Restrictions for Hampton Community Association, Inc. is hereby amended to provide the following:

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.
- (vii) the intended sale, lease, occupancy, other transfer, or use of the Lot would violate any provision of this Amended and Restated

Declaration, the Amended and Restated
Articles, the Amended and Restated By-Laws,
or the Rules and Regulations.