

Instrument Prepared by:
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Lauderhill, FL 33351
(954) 726-0805

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS
FOR ABBINGTON HOMEOWNERS' ASSOCIATION, INC.**

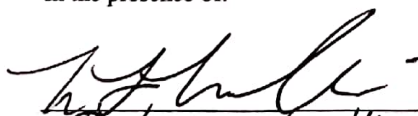
WHEREAS, the original Declaration of Covenants, Restrictions, Conditions and Easements ("Declaration") for ABBINGTON HOMEOWNERS' ASSOCIATION, INC. ("Association"), was recorded on June 13, 2014 in Official Records Book 26853, Page 1391, in the Public Records of Palm Beach County, Florida. The First Amendment to the Declaration was recorded on August 25, 2014 in Official Records Book 26998, Page 1898, in the Public Records of Palm Beach County, Florida. The Second Amendment to the Declaration was recorded on June 8, 2015 in Official Records Book 27587, Page 1023, in the Public Records of Palm Beach County, Florida; and

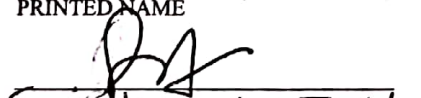
WHEREAS, the attached amendments to the Declaration were duly adopted and agreed to by the Members of the Association in accordance with the powers set forth in the Declaration and Bylaws for the Association as well as in accordance with the provisions of contained within Chapter 720, Florida Statutes.

NOW THEREFORE, the undersigned hereby certify that the following Amendments to the Declaration are a true and correct copy of the amendments as amended by the membership.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name, by its President, and attested by its Secretary this 15. day of JULY, 2020.

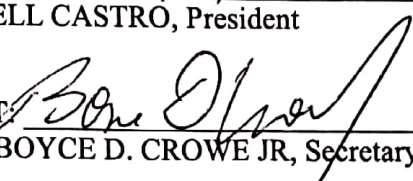
Signed, sealed & delivered
in the presence of:


Rebecca Mullin
PRINTED NAME


Sonia Hernandez-Toal
PRINTED NAME

ABBINGTON HOMEOWNERS'
ASSOCIATION, INC.

BY: 
JOELL CASTRO, President

ATTEST 
BOYCE D. CROWE JR, Secretary

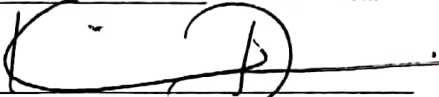
ABBINGTON HOMEOWNERS' ASSOCIATION
c/o Property Keepers Management, LLC
1350 N.E. 56th Street, Suite 180
Fort Lauderdale, FL 33334

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The Foregoing Instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me by means of [] physical presence or [] online notarization this 15 of JULY, 2020, by JOELL CASTRO and BOYCE D. CROWE JR, as President and Secretary respectively of ABBINGTON HOMEOWNERS' ASSOCIATION, INC. who are personally known to me or who have produced _____ as identification.

My Commission Expires: 10/26/20





Notary Public, State of Florida
KIM THAKUR
Printed/Stamped Name of Notary Public

1. *Article VI, Section 3 of the Declaration is hereby amended as follow:*

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Basis of Annual Assessments. Until December 31, 2014 the monthly assessment shall be the amount as set forth in the initial budget of the Association for its initial year of operation. From and after January 1, 2015, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Association taking into account current maintenance costs and future needs of the Association. The maintenance costs shall include and shall mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, payment of any personal property taxes on the Common Area. The annual assessment shall include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Area items including the Sewer System, and the improvements thereon, if any, or any personal property owned by the Association. The reserves applicable to the ~~Sewer System~~ common area shall incorporate the life expectancy of the ~~Sewer System~~ inventoried items and the construction cost for the replacement ~~of the Sewer System or repair of the inventoried items~~. ~~Collection of said reserves for the Sewer System may never be terminated by the Association or its Members. Reserves will not be funded by the Declarant for the Lots Declarant owns so long as the Declarant is guaranteeing any deficit pursuant to Section 12 herein.~~ The Board of Directors shall maintain a list of inventoried items and the estimated cost of replacement and future maintenance. Collection of said reserves shall be used exclusively for the repair and replacement of said inventoried items. Reserve funds may be used for other purposes PROVIDED that any such use shall require the affirmative vote of a majority of the Members. Written notice shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Deletions shown by "~~strikeout~~"

Additions shown by "underlining"

2. *Article XIII of the Declaration is hereby deleted in its entirety and replaced with the following:*

ARTICLE XIII MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Homes within the Abbington community, the lease of a Home by any member shall be subject to the following provisions, which provisions each member covenants to observe:

Section 1. Transfer via Lease subject to Approval.

A. No Homeowner may lease his or her Home without written approval of the Board of Directors of the Association. Leases shall not be for a term of less than six (6) months or more than twelve (12) months, with a limit of no more than two (2) leases within a twelve (12) month period. No Homeowner may rent/lease his or her Home for a period of one calendar year after acquiring title to the Home, unless there are extenuating circumstances beyond the homeowner's control and the Board of Directors consents in writing to allow the rental/lease prior to the expiration of the one-year period, which consent shall not be unreasonably withheld.

B. Approval by the Association.

1. A Homeowner intending to make a bona fide lease of a Home shall provide to the Association notice of such intention, in writing, together with the name and address of the prospective tenant(s) and such other information as reasonably required and requested by the Association.

2. Failure to Give Notice. If the above required Notice to the Association is not given, then, at any time after receiving knowledge of a lease of a Home, the Association, at its election and without notice, may approve or disapprove the lease. If the Association disapproves the lease, the Association shall proceed as if it has received the required notice on the date of such disapproval. The Association may deny the unauthorized lessee, or occupant of a Home the use of the Common Property and/or recreational facilities of the Association.

3. All prospective tenants(s) for the lease of a Home over the age of eighteen must be screened, interviewed and approved prior to occupancy of the Home. All prospective tenants(s) who wish to reside within the Abbington community must comply with and meet the following standards in order to be approved for occupancy:

(a) Screening of prospective tenants over the age of 18 shall include a criminal history background check and a credit history check.

(b) All prospective tenant(s) must have a credit rating of no less than 650;

(c) All prospective tenant(s) must be able to prove a minimum household income sufficient so that the lease payment does not exceed twenty-eight percent (28%) of the total monthly household income. Income verification may be in the

form of the prior four paystubs or the prior year's tax return if the Applicants remain in the same job(s) as reflected in the prior year's income;

(d) The Homeowner or prospective tenant(s) requesting the approval shall pay to the Association a fee of \$100.00 for each applicant (Husband & Wife are deemed one applicant) or an amount designated by Florida Statutes, whichever is greater, to cover the costs of reviewing the application, performing the background and credit checks, examining records, and interviewing the prospective tenant(s).

(e) No prospective tenant(s) convicted of (i) a felony within the past seven (7) years; (ii) domestic violence; (iii) a misdemeanor involving theft, property damage, fraud or drugs within the past two years; (iv) any sex crime, including but not limited to any sexual activity with a minor, rape, sexual assault or battery, lewd and lascivious behavior/conduct/battery/molestation/exhibition, prostitution, incest, abduction, pornography, exploitation or indecent exposure; or (v) who is required to register as a sexual predator or sexual offender shall be approved.

(f) No prospective tenant(s) with a negative residential history shall be approved. Evidence of negative residential history shall be in the form of public records leading to eviction, indicating a tendency to break association rules or interviews with prior landlords or other parties with supervisory abilities such as a homeowners' association.

(g) No sub-leasing or short-term leasing shall be allowed, which shall prohibit all leases via Airbnb, VRBO, HomeAway, HomeToGo, Flipkey, HouseTrip, Booking.com, 2ndAddress or any similar short-term rental booking programs.

C. Within thirty (30) days after receipt of such notice and information as requested by the Association, the Association must either approve or disapprove the proposed lease. If approved, the Association will prepare a Certificate of Approval which shall be executed by two Officers of the Association and delivered to the Homeowner.

D. Upon approval of the application and prior to the occupancy of the home, the owner of the home to be leased or the prospective tenant(s) must deliver to the Association the sum of \$1,000.00 or an amount equal to one month's rent, whichever is greater, which will be deposited in escrow with the Association to repay any damage to the common area or other portions of the property resulting from acts or omission of tenant(s), as determined in the sole discretion of the Association. The escrow deposit, less any amounts used as provided for herein, shall be returned to the homeowner within thirty (30) days of the tenant(s)/occupant(s) vacating the property.

E. No person, guest(s), invitee(s) or any other occupant(s) may occupy a Home on an overnight basis for more than fourteen (14) consecutive days or more than thirty (30) days in any twelve (12) month period unless said person, guest, invitee or occupant has been specifically approved by the Association as required above or as elsewhere provided in governing documents of the Association.

F. Exceptions. The requirement of obtaining prior written approval from the Association for a lease of a Home shall not apply to a Bank, Life Insurance Company, Mortgage

Company or Savings & Loan Association that acquires its title as the result of owning a mortgage upon the Home concerned.

G. All prospective tenant(s) of a Home shall be notified in writing of the denial of their application for lease. Any lease of a Home not authorized or approved pursuant to the terms herein shall be void and the Association shall have the right to demand that the Homeowner remove or take such action as necessary to remove the unauthorized tenant(s) from the Home. Should the Homeowner fail to do so, the Association shall have the right and authority to initiate eviction and/or injunctive relief proceedings in the name of the Association against the Homeowner and any and all tenants. The costs and reasonable attorneys' fees incident to any and all actions to enforce compliance with the provisions contained in the governing documents of the Association and/or obtain injunctive relief and/or the eviction of the non-conforming tenant(s), shall become the personal obligation of the Homeowner and be imposed as a lien against the Home in the same manner as for unpaid assessments.

Deletions shown by "~~strikeout~~"

Additions shown by "underlining"