



**This Instrument Prepared By:**  
 Juan E. Rodriguez, Esquire  
 SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.  
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 Suite 2550  
 Miami, Florida 33130

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 Palm Beach County, Florida  
 Sharon R. Beck, CLERK & COMPTROLLER  
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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,  
 CONDITIONS AND EASEMENTS OF  
 ABBINGTON**

This Second Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Abbington (the "First Amendment") is made and entered into this 14 day of May, 2015, by D. R. Horton, Inc., a Delaware corporation ("Declarant").

Whereas, the Declaration of Covenants, Restrictions, Conditions and Easements of Abbington (the "Declaration") was recorded in Official Records Book 26853, at Page 1391 of the Public Records of Palm Beach County, Florida.

Whereas, the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Abbington ("First Amendment") was recorded in Official Records Book 26998, Page 1898, of the Public Records of Palm Beach County, Florida.

Whereas, Declarant may amend the Declaration pursuant to Article XV, Section 4, of the Declaration.

Now, Therefore, the following amendment to the Declaration is made by Declarant, as follows:

1. Article IX, Section 4 of the Declaration is deleted and replaced with the following:

Section 4. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or three (3) domestic cats shall be permitted to be maintained in the Property, provided such animals are not

kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Association shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

2. Article X, Section 8 of the Declaration is added as follows:

Section 8. Overhang Maintenance Easement. An Easement has been granted by Declarant and recorded at Official Records Book 27457, Page 1764, of the Public Records of Palm Beach County, Florida creating a perpetual, non-exclusive easement upon, over, across and below the two (2) foot overhang/maintenance easements shown on the Plat. A copy of said Easement is attached hereto as Exhibit "A".

3. Article XI, Section 3 of the Declaration is deleted and replaced with the following:

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system over the Common Areas and the Lots. The Association is hereby granted an easement over and across each Lot Owner's Lot for the purpose of installing and maintaining the irrigation system and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for any damage done to the irrigation system, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner.



**JOINDER**

Abbington Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 431 Fairway Drive, Deerfield Beach, Florida 33441, hereby approves and joins in the Second Amendment to Declaration of Covenants, Restrictions, Conditions and Easements, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Second Amendment.

In Witness Whereof, Abbington Homeowners' Association, Inc. has executed this Joinder on this 14 day of May, 2015.

Signed, sealed and delivered in the presence of

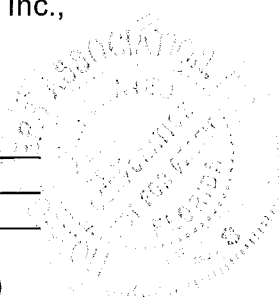
Abbington Homeowners' Association, Inc., a not-for-profit Florida corporation

[Signature]  
Name: Frances J. Guerra

By: [Signature]  
Name: Amalia Papadimitriou  
Title: President

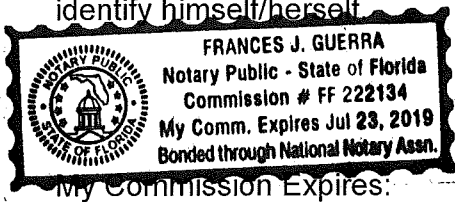
[Signature]  
Name: Tisha Spargo

(Corporate Seal)



STATE OF FLORIDA        )  
  :SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 14 day of May, 2015, by Amalia Papadimitriou, as President of Abbington Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me or has produced a \_\_\_\_\_ to identify himself/herself.



[Signature]  
Name: Frances J. Guerra  
Notary Public, State of Florida at Large