

Prepared by and return to:
Monique E. Parker, Esq.
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HAMILTON PARK

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Covenants, Conditions and Restrictions of Hamilton Park, recorded in Official Records Book 11551, Page 1512, et seq., in the Public Records of Hillsborough County, Florida was amended at a duly called meeting of the members of Hamilton Park Homeowners Association, Inc., on December 12, 2021. The adopted amendment is attached hereto.

IN WITNESS WHEREOF, the Hamilton Park Homeowners Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 3rd day of January, 2022.

[Signature]

(Signature of Witness #1)

Susan Zuniga

(Printed Name of Witness #1)

[Signature]

(Signature of Witness #2)

Juan Miguel Castro

(Printed Name of Witness #2)

HAMILTON PARK HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]

(Signature)

Mauro Zuniga

(Printed Name and Title)

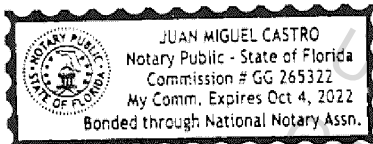
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of January, 2022, by Mauro Zuniga, as President of Hamilton Park Homeowners Association, Inc., on behalf of the corporation, and is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]

NOTARY PUBLIC - State of Florida at Large



ADOPTED AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HAMILTON PARK

The following is an adopted amendment to the Declaration of Covenants, Conditions and Restrictions of Hamilton Park, recorded in Official Records Book 11551, Pages 1512 et seq., within the Public Records of Hillsborough County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

Article IX of the Declaration of Covenants, Conditions and Restrictions of Hamilton Park is hereby amended to read as follows:

ARTICLE IX
USE RESTRICTIONS

The Property, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon ~~Declarant and upon~~ each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 28. Leases. Owners shall be allowed to lease their Lots with notice to the Association. All leases shall be in writing and shall require the tenants and occupants to fully comply with the terms and conditions of the Governing Documents and any rules and regulations promulgated by the Board. It shall be the Owner's obligation to furnish all occupants with a copy of governing documents and any other disclosures required by the Florida Statutes.

A. No lease of a Lot shall be for a term of less than six (6) months, nor shall any Lot be leased more than three (3) times per year. Vacation rentals (including, but without limitation, any rentals and/or advertising though Airbnb, VRBO, etc.) are strictly prohibited. No online marketing or advertising for the lease of a Lot may list availability of the unit for a period of less than the required minimum lease term as set forth herein.

B. No individual rooms may be rented for any purpose. This restriction specifically includes licensing a Lot or portion of a Lot for temporary occupancy, regardless of whether or not the Owner is residing in the Lot at the time of the licensed occupancy.

C. No subleasing, assignment of a lease, or any change in occupancy, is permitted without notice to the Board of Directors.

D. For the purpose of these restrictions, the term lease shall apply to any occupancy of a Lot in the absence of the Lot Owner by persons other than the Owner's immediate family members, regardless of whether consideration is paid in exchange for such occupancy.

~~Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no Person shall in any way impeded or interfere with Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Declarant may make such use of Property free from the interference of Owners, or contract purchasers, as may be reasonably necessary to facilitate the completion and sale of Lots and Residences thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.~~

END OF ADOPTED AMENDMENT