

**CERTIFICATE OF AMENDMENTS TO THE  
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
HAMMOCK CREEK**

The Master Declaration of Covenants and Restrictions for Hammock Creek was recorded in Official Records Book 1133, Page 284 et. seq., Public Records of Martin County, Florida. The same Declaration are hereby amended as approved by written consent in accordance with Florida Statute 617.0701 by a majority of the voting interests.

1. Section 7, Subsections j. and p. are amended as follows:

**7. Protective Covenants.**

j. Maintenance of Parcels. Each Owner shall maintain his Parcel and the Improvements thereon in a clean and sanitary condition and shall permit no rubbish, refuse or garbage to accumulate or any fire hazard to exist. Each Owner (other than the Developer) shall also maintain the Common Property immediately abutting his Parcel and to the edge of the nearby Street or water body, which duty shall include, without limitation, the provision of irrigation water, replacement of sod and the repair and restoration of walkways. An Owner may not plant or construct Improvements in any easement, right-of-way or in the Common Property, except that an Owner may extend the driveway serving the Parcel upon written approval of the A.R.B. In the event an Owner fails to maintain his Parcel as aforesaid, for a period of at least thirty (30) days, the Master Association shall have the right, exercisable in its sole discretion, to clear any unsightly debris and/or refuse from any Parcel deemed by the Master Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Project; provided, however, that at least fifteen (15) days prior notice shall be given by the Master Association to the Owner of such Parcel before work to be done by the Master Association. In the event the Master Association, after such notice, causes such work to be done, the costs of such work, together with interest thereon at the rate of eighteen (18%) percent or at the maximum rate permitted by the usury laws of the State of Florida, whichever is greater, shall be charged to the Owner and shall become a lien on the subject Parcel, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Master Declaration.

p. Common Property. Except as authorized by section j. above, no one other than the Master Association shall have the right to perform any maintenance, repairs or alterations of the Common Property, or the Improvements located thereon or to construct any Improvements of any type or nature whatsoever on the Common Property. Each Owner shall be responsible for any damage to the Common Property or the Improvements located thereon caused by such Owner, his family, lessees and invitees. The cost of such damage shall be levied against such Owner and his Parcel as an individual Assessment.

(The balance of Section 7 remains unchanged.)



Inst. # 2941362  
Blk: 3291 Pg: 1179 Pages: 1 of 3  
Recorded on: 2/8/2022 11:34 AM Doc: RES  
Carolyn Timmann  
Clerk of the Circuit Court & Comptroller  
Martin County, FL  
Rec Fees: \$27.00

2. The foregoing amendments to the Declaration were approved by written consent in accordance with Florida Statute 617.0701 by a majority of the voting interests.

3. All other provisions of the Declaration are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 4<sup>th</sup> day of February, 2022.

**WITNESSES AS TO PRESIDENT:**

**HAMMOCK CREEK MASTER HOMEOWNERS ASSOCIATION, INC.**

Teresa Emmons  
Print Name: Teresa Emmons

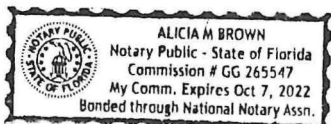
By: Frank De Cesare  
Frank De Cesare, President

C. Miguel  
Print Name: Catarina Miguel

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by Frank De Cesare, as President of Hammock Creek Master Homeowners Association, Inc.,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification on February 4, 2022.

**Notarial Seal**



Alicia M. Brown  
Notary Public  
Print Name: Alicia M. Brown  
My Commission Expires: 10/7/2022

**WITNESSES AS TO SECRETARY:**

**HAMMOCK CREEK MASTER HOMEOWNERS ASSOCIATION, INC.**

Teresa Emmons  
Print Name: Teresa Emmons

By: C. Corey Hamlin  
C. COREY HAMLIN, Secretary

C. Miguel  
Print Name: Catarina Miguel

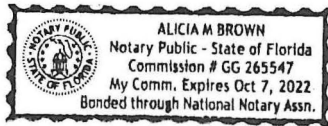




STATE OF FLORIDA  
COUNTY OF   Martin  

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by   Corey Hamlin  , as Secretary of Hammock Creek Master Homeowners Association, Inc.,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification on   February 4  , 2022.

**Notarial Seal**



  Alicia M. Brown    
Notary Public  
Print Name:   Alicia M. Brown    
My Commission Expires:   10/7/2022