



**CERTIFICATE OF AMENDMENT**

**TO THE**

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR ESTATES OF HAMMOCK CREEK**

A Corporation Not-For-Profit Under  
the Laws of the State of Florida

The First Supplemental Declaration of Covenants and Restrictions for Estates of Hammock Creek was recorded in the public records of Martin County, Florida commencing at Official Record Book 1533, Page 286. The same First Supplemental Declaration of Covenants and Restrictions for Estates of Hammock Creek is hereby amended as approved by the Membership by a vote sufficient for approval at a Special Meeting of the Members held on March 30, 2016 and continued to May 3, 2016.

WHEREAS, the Estates of Hammock Creek was formed as an owner-occupied single family residential community; and

WHEREAS, the Parcel Owners ("Owners") wish to maintain the owner-occupied single family resident nature of the community, and

THEREFORE: The following shall apply to the leasing of Dwellings:

11. LEASING OF DWELLINGS

The following shall apply to the leasing of Dwellings:

A) General Provisions

1) Application Form. The Association is vested with the authority to prescribe a lease application form. Such lease application form may require specific personal, social, financial and other data related to the intended lessee and occupants. The lease application form shall be completed and submitted to the Association along with fully executed copy of the proposed lease.

2) Lease Fee. The Board is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

3) Lease Deposit. Owners must remit a lease deposit of \$1,000 for each lease approved by the Association. The lease deposit will be refunded at end of lease, less any damage to common area property or any unpaid fines attributable to Tenant.

3) Unapproved Transfers. Any lease which is not approved, or which is disapproved pursuant to the terms of this Supplemental Declaration, shall be void unless subsequently approved in writing by the Board of Directors.

B) Leasing Procedures

1) An Owner may lease only his entire Dwelling, and then only in accordance with this section, after receiving the approval of the Association.

2) Notice By The Owner. An Owner intending to lease his Dwelling shall give to the Board of Directors or its designee written notice of such intention at least 30 days prior to the proposed transaction, together with a completed Lease Application Form, a fully executed copy of the proposed lease, the lease fee, the lease deposit and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and any other intended occupant, as a condition of approval.

3) Approval. After submission of the required documentation, lease fees and any required personal appearance(s) have been satisfied, the Board shall approve or disapprove the proposed lease within 30 days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval.

4) Disapproval. A proposed lease shall be disapproved only if a majority the Board Members present at a meeting at which a quorum is established so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' fees also due and owing) within the time frame required by the Board of Directors;

b) The Owner has a history of leasing his or her Dwelling to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Dwelling;

c) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

d) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude, including but not limited to, conviction as a sexual predator.;

e) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

f) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application, or provided false information during the application process.

Notice of disapproval shall be sent or delivered, in writing, to the Owner.

5) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its election may approve or disapprove the lease.

6) Sub-Leasing; Renting Rooms. No rooms shall be rented in any Dwelling. The intention is that only entire Dwellings may be rented. Moreover Tenants may not sub-lease any Dwelling.

7) Frequency of Leasing. No Dwelling may be leased more than twice in any twelve (12) month period.

8) Minimum Lease Term. No lease shall be made with a lease term which is less than six (6) months in duration.

9) Guests. Guests of an Owner occupying a Dwelling when the Owner is not present for more than thirty (30) days, shall be deemed tenants and must be approved as tenants under this provision.

C) Communication between Association, Owner and Tenant

1) Tenants. Tenants must communicate to the Association through the Owner.

2) Violations. All Tenant violations will directed to the Owner in writing. The Owner must take action to resolve the violation with its Tenant to avoid fines.

3) Conduct. The Owner is responsible for the conduct of the Tenant and the Tenant's guests and will be assessed any fines if the tenant is not in compliance with the Association Governing Documents.

4) Termination. The Association may demand termination of a lease where there are multiple violations.

D) Remedies

The following remedies are available to the Association for non-compliance with this Article 11:

1) If at any time a an Owner or a Tenant is found to not comply with any of the provisions of the Supplemental Declaration or the rules and regulations of the Association, then the Association can assess the Owner and/or the Tenant fines in accordance with §720.305, F.S. as amended from time to time.

2) If at any time any Tenant or occupant of a Dwelling violates or permits violations by his family members, guests and/or invitees of any provision of the Association Governing Documents, and such violations continue to occur or exist after reasonable notice to the Tenant and Owner of such violations, the Board shall have the power and authority on behalf of and at the expense of the Owner, to evict the Tenant or occupant if the Owner fails to do so after written request for eviction is made by the Board. The Board shall have no liability to an Owner or Tenant for any eviction or enforcement actions undertaken or made in good faith. The Association shall have a lien against the Owner's Unit for any and all costs incurred by it in connection with such eviction, including reasonable attorney fees, which may be collected and foreclosed by the Association in the same

manner as Assessments are collected and foreclosed under the Association Governing Documents.

3) Special Remedy. All leases shall be deemed to contain the remedies and procedures of the Association as provided herein.

The adoption of these Amendments appear upon the minutes of said Meeting and are unrevoked.

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 16 day of May, 2016.

WITNESSES:

ESTATES OF HAMMOCK CREEK  
HOMEOWNERS' ASSOCIATION, INC.

*Rachel L. Hotwagner*  
Printed Name: RACHEL L. HOTWAGNER

By: *Joseph D. Long*  
Joseph D. Long, President

*Lee Ann Reiter*  
Printed Name: Lee Ann Reiter

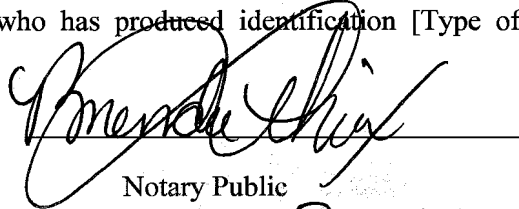
*Rachel L. Hotwagner*  
Printed Name: RACHEL L. HOTWAGNER  
*Lee Ann Reiter*  
Printed Name: Lee Ann Reiter

By: *Lawrence Cabarco*  
Lawrence Cabarco, Secretary

CORPORATE  
SEAL

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on May 16, 2016, by Joseph D. Long, as President of Estates of Hammock Creek Homeowners' Association, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

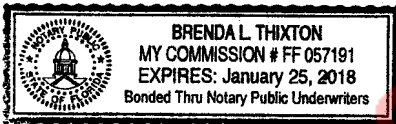


Notary Public

Printed Name: Brenda L. Thixton

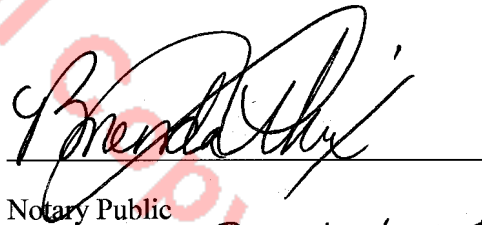
Commission Expires: 01/25/18

Notarial Seal



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on May 16, 2016 by Lawrence Calarco, as Secretary of Estates of Hammock Creek Homeowners' Association, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

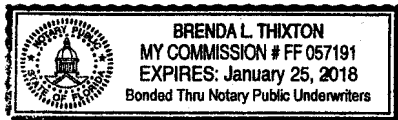


Notary Public

Printed Name: Brenda L. Thixton

Commission Expires: 01/25/18

Notarial Seal



Record and Return to:

Deborah L. Ross, Esq.  
Ross Earle Bonan & Ensor, P.A.  
P.O. Box 2401  
Stuart, Florida 34995