

This instrument prepared by:
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FIRST AMENDMENT TO MASTER DECLARATION FOR THE HAMMOCKS CAPE HAZE

This First Amendment to Master Declaration for the Hammocks Cape Haze (the "Amendment") is made this 17 day of January, 2014 by HAMMOCKS ACQUISITION, LLC, a Florida limited liability company, with a principal address of 205 Mendoza Avenue, Coral Gables, Florida 33134 (hereinafter referred to as "Hammocks Acquisition").

WITNESSETH:

WHEREAS, in connection with the project known as the Hammocks located in Englewood, Florida, The Hammocks Cape Haze, LLC, a Florida limited liability company (the "Original Developer") recorded the Master Declaration For The Hammocks Cape Haze on November 16, 2006 in Official Records Book 3069, Page 1572, of the Public Records of Charlotte County, Florida (the "Declaration"); and

WHEREAS, by Certificate of Title dated October 10, 2011, Eagle FL I SPE, LLC, a North Carolina limited liability company (hereinafter "Eagle") acquired title to all the real property that comprises the land included in the foregoing Declaration, less and except only certain previously sold condominium Units to individual purchasers, and became a successor to the Original Developer under the Declaration; and

WHEREAS, by virtue of purchasing certain property subject to the Declaration and receiving an Assignment of Developer's and Declarant's Rights, and Other Intangible Rights, as a Bulk Assignee, recorded November 18, 2011 in Official Records Book 3611, Page 1837 of the Public Records of Charlotte County, Florida, Hammocks Acquisition has become a successor to the Original Developer and Eagle in accordance with Article X, Section 6 of the Declaration; and

WHEREAS Article X, Section 4(b) of the Declaration provides as follows:

So long as the Declarant is a Class B member, the Declarant shall have the right to amend this Declaration as it deems appropriate without the joinder or consent of any person whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties.

WHEREAS, as of the date of execution of this Amendment, Hammocks Acquisition owns property that is subject to the Declaration and continues to be a Class B member and control the Association; and



WHEREAS, Hammocks Acquisition wishes to amend the Declaration as provided in this Amendment, which Amendment does not destroy or substantially alter the scheme of development.

NOW THEREFORE, Hammocks Acquisition hereby states as follows (underscore indicates additions to text, double ~~strike through~~ indicates deleted text):

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this Amendment shall have the same meaning as set forth in the Declaration.
3. Article III, Section 1(c). Article III, Section 1(c) of the Declaration is hereby amended as follows:

The right of the Association to suspend the voting rights of an Owner, and right to use of the Common Area by an Owner, an Owner's tenant, guest or invitee, for any ~~period during which any regular Annual Assessment~~ monetary obligation levied under this Declaration against ~~his~~ their Residential Dwelling that is more than ~~remains unpaid for a period in excess of~~ ninety (90) days delinquent and such rights shall remain suspended until payment of all obligations currently due or overdue to the Association are paid in full, and the Association may also suspend the right to use of the Common Area by an Owner, an Owner's tenant, guest or invitee, for a period not to exceed ~~sixty (60)~~ ninety (90) days for any infraction of its published Rules and Regulations.


4. Reaffirmation. Except as modified by this Amendment, the Original Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned, being the Declarant stated in the Declaration, has hereunto set its hand and seal.

HAMMOCKS ACQUISITION, LLC,
a Florida limited liability company

By: 
Stephen Massey, Manager

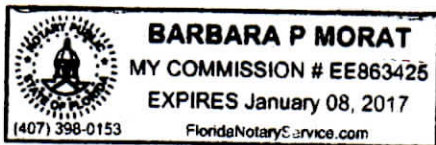
Signed, Sealed and Delivered
in the presence of:


Barbara Morat
(Print Name of Witness)

Wesley E Smith
Wesley E Smith
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 17 day of January, 2014, by Stephen Massey, as Manager of HAMMOCKS ACQUISITION, LLC, a Florida limited liability company, for and on behalf of the company. He is personally known to me or has produced RLDL as identification.



Notary Public - State of Florida

[Signature]
Notary Signature
Barbara Morat
(Print Name of Notary Public)

My commission expires
Commission Number EE 863425