

**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF THE HAMMOCKS MASTER ASSOCIATION, INC.**

The undersigned officer of The Hammocks Master Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida, hereby certifies that the following amendment to the Articles of Incorporation was proposed and approved by the sole Class B member of the Association. The number of votes cast in favor of the adoption of the amendment was sufficient for approval under the terms of the Articles of Incorporation of the Association, and applicable law. It is not necessary for any other member or the Board to approve the amendment.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by...)

.....

1. Article IV, Section 4 of the Articles is hereby amended as follows:

(4) borrow money, and upon the approval of (i) a majority of the Board of Directors, and (ii) sixty six and two-thirds (66 2/3%) of the Voting Interests participating ~~(in person or by proxy)~~ at a duly noticed meeting of the members at ~~in~~ which there is a quorum present, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

.....

In witness whereof, The Hammocks Master Association, Inc., has caused this Certificate to be executed in its name this 21 day of July, 2014.

**The Hammocks Master Association, Inc.**

[Signature]  
**By: Stephen Massey, President**

Signed, Sealed and Delivered  
In the presence of:

[Signature]

Bobac Morat  
(Print Name of Witness)

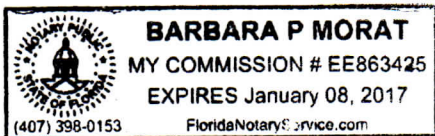
[Signature]

Wesley Smith  
(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 21 day of July, 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 \_\_\_\_\_ as identification.

[Signature]



This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF THE HAMMOCKS MASTER ASSOCIATION, INC.**

**WHEREAS**, the Master Declaration For The Hammocks Cape Haze were recorded on November 16, 2006 in Official Records Book 3069, Page 1572, of the Public Records of Charlotte County, Florida (the "Declaration"); and

**WHEREAS**, the Articles of Incorporation of The Hammocks Master Association, Inc., (the "Articles") were recorded as Exhibit B to the Declaration, in Official Records Book 3069, Pages \_\_\_\_\_, et seq., of the Public Records of Charlotte County, Florida;

**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, LLC, a Florida limited liability company ("Hammocks Acquisition"), has become a successor to the original declarant in accordance with Article X, Section 6 of the Declaration;

**WHEREAS**, Article XI, Section 2 of the Articles provides as follows:

So long as the Declarant is a Class B member, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible.

**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 Articles as provided in this Amendment.

**NOW THEREFORE**, Hammocks Acquisition hereby amends the Bylaws as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

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 Articles.
3. Article IV, Section 4 of the Articles is hereby amended as follows:

(4) borrow money, and upon the approval of (i) a majority of the Board of Directors, and (ii) sixty six and two-thirds (66 2/3%) of the Voting Interests participating (in person or by proxy) at a duly noticed meeting of the members at ~~in~~ which there is a quorum present, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

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

HAMMOCKS ACQUISITION, LLC,  
a Florida limited liability company

By: [Signature]  
Stephen Massey, Manager

Signed, Sealed and Delivered  
In the presence of:

[Signature]

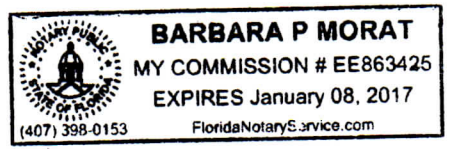
Barbara Morat  
(Print Name of Witness)

[Signature]  
Wesley Smith  
(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24 day of July 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 \_\_\_\_\_ as identification.

[Signature]  
Notary Signature



This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT  
TO THE BYLAWS OF THE HAMMOCKS MASTER ASSOCIATION, INC.**

**WHEREAS**, the Master Declaration For The Hammocks Cape Haze were recorded on November 16, 2006 in Official Records Book 3069, Page 1572, of the Public Records of Charlotte County, Florida (the "Declaration"); and

**WHEREAS**, the Bylaws of The Hammocks Master Association, Inc., (the "Bylaws") were recorded as Exhibit C to the Declaration, in Official Records Book 3069, Pages 1635, et seq., of the Public Records of Charlotte County, Florida;

**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, LLC, a Florida limited liability company ("Hammocks Acquisition"), has become a successor to the original declarant in accordance with Article X, Section 6 of the Declaration;

**WHEREAS**, Article XIII, Section 2 of the Bylaws provides as follows:

So long as the Declarant is a Class B member, Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible.

**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 Bylaws as provided in this Amendment.

**NOW THEREFORE**, Hammocks Acquisition hereby amends the Bylaws as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

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 Bylaws.
3. Article III, Section 4. Article III, Section 4 of the Bylaws is hereby amended as follows:

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast thirty percent (30%) ~~a majority~~ of the Voting Interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting for up to 60 days, without notice other than announcement at the meeting (the "First Continued Meeting"). At the First Continued Meeting, the quorum required to pass an action shall be 230% of the Members entitled to vote at such meeting,

either in person or by proxy. If a quorum is still not present or represented at the First Continued Meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting for up to an additional 60 days without notice other than announcement at the meeting, and the quorum required to pass an action shall be 20% of the Members entitled to vote at such meeting, either in person or by proxy.

4. Article IV, Section 2. Article IV, Section 2 of the Bylaws is hereby amended as follows:

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership, and until the first annual meeting thereafter, at which time the Board of Directors shall consist of not less than three (3) nor more than seven (7) directors, but shall be fixed at five (5) directors until changed by Board resolution. ~~members shall elect three (3) directors.~~ Directors elected at the first such annual membership meeting shall serve on the Board as determined by the number of votes cast for each elected Director as follows: (i) the three (3) Directors receiving the highest number of votes shall serve on the Board for two (2) years and (ii) the remaining two (2) Directors receiving the lowest number of votes shall serve on the Board for one (1) year each. In the event there is no contested election, the directors shall be assigned one or two year terms by agreement among the directors, or failing agreement, terms shall be determined by chance, such as picking straws. Subsequently elected directors shall be elected for a term of two one (2) years, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one or two year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that one-half of the Board members are elected each year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided, that, so long as there is a Class B member, Declarant shall have the right to name Directors.

5. Reaffirmation. Except as modified by this Amendment, the Bylaws shall remain unchanged and in full force and effect.

HAMMOCKS ACQUISITION, LLC,  
a Florida limited liability company

By: [Signature]  
Stephen Massey, Manager

Signed, Sealed and Delivered  
In the presence of:

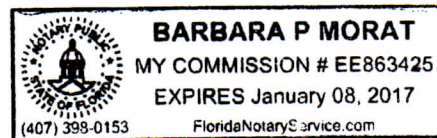
[Signature]  
\_\_\_\_\_  
Barbara Morat

(Print Name of Witness)

[Signature]


\_\_\_\_\_  
Wesley Smith

(Print Name of Witness)



STATE OF FLORIDA  
COUNTY OF Alachua - Dade

The foregoing instrument was acknowledged before me this 24 day of July 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 \_\_\_\_\_ as identification.

  
Notary Signature

This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
783 S. Orange Ave., Suite 210  
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT  
TO THE MASTER DECLARATION  
FOR THE HAMMOCKS CAPE HAZE**

**WHEREAS**, the Master Declaration For The Hammocks Cape Haze were recorded on November 16, 2006 in Official Records Book 3069, Page 1572, of the Public Records of Charlotte County, Florida (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, LLC, a Florida limited liability company ("Hammocks Acquisition"), has become a successor to the original declarant in accordance with Article X, Section 6 of the Declaration;

**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.

**NOW THEREFORE**, Hammocks Acquisition hereby amends the Declaration as follows:

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

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 VI, Section 4 of the Declaration is hereby amended as follows:

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment payable in full in applicable to that year or in installments over two or more years ~~only~~ for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration or to meet unusual, unexpected, unbudgeted, or non-recurring expenses. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Association. So long as the Declarant holds title to a Residential Dwelling, no Special Assessment shall be imposed without the prior written consent of the Declarant.

4. Article IX(2) of the Declaration is hereby amended as follows:

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant, and upon not more than ninety (90) days' notice to the other party to such contract or lease. Notwithstanding the foregoing, the purchase of real property by the Association, and a loan to fund such purchase, shall be binding obligations of the Association and not subject to a right of termination provided the purchase and loan are approved by not less than two-thirds of the Voting Interests of the non-Declarant Class A members participating in person or by proxy at a duly noticed and convened membership meeting.

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

HAMMOCKS ACQUISITION, LLC,  
a Florida limited liability company

By: Scott Massey  
Stephen Massey, Manager  
Scott

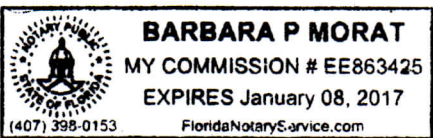
Signed, Sealed and Delivered  
In the presence of:

Barbara Morat  
\_\_\_\_\_

(Print Name of Witness)  
Wesley Smith

Wesley Smith  
\_\_\_\_\_

(Print Name of Witness)



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Scott The foregoing instrument was acknowledged before me this 13 day of August 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 \_\_\_\_\_ as identification.

[Signature]  
\_\_\_\_\_  
Notary Signature