

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

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK 3894, PGS 1798-1799 2 pg(s)  
INSTR # 2289217  
Doc Type RES, Recorded 08/21/2014 at 01:54 PM  
Rec. Fee: \$18.50  
Cashiered By: MICHELED Doc. #:2

SAM DESIDERIO  
10501 AMBERJACK WAY #401  
ENGLEWOOD, FL 34224



**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: [Signature]  
Stephen Massey, Manager  
Scott

Signed, Sealed and Delivered  
In the presence of:

Barbara Morat

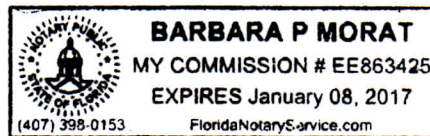
[Signature]

(Print Name of Witness)

Wesley Smith

Wesley Smith

(Print Name of Witness)



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

scot 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