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**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR THE HAMMOCKS – VILLAS, A CONDOMINIUM**

This Seventh Amendment to Declaration of Condominium for the Hammocks - Villas (the "Seventh 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 Declaration of Condominium for The Hammocks-Villas, a Condominium, on November 28, 2006 in Official Records Book 3073, Page 1471, of the Public Records of Charlotte County, Florida (the "Declaration"); and

**WHEREAS**, the Declaration was previously amended by that certain First Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded November 28, 2006 in Book 3073, Page 1588; Second Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded January 9, 2007 in Book 3095, Page 1842; Third Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded January 9, 2007 in Book 3095, Page 1848; Fourth Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded January 9, 2007 in Book 3095, Page 1854; Fifth Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded June 11, 2007 in Book 3171, Page 18; and Sixth Amendment to Declaration of Condominium of The Hammocks-Villas, a Condominium, recorded June 11, 2007 in Book 3171, Page 24, all of the Public Records of Charlotte County, Florida (collectively, the "Previous Amendments");

**WHEREAS**, the Declaration and the Previous Amendments shall be collectively referred to as the "Declaration";

**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**, Hammocks Acquisition wishes to amend the Declaration as provided in this Amendment.

**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. Section 12.5. Section 12.5 of the Declaration is hereby amended as follows:

Section 12.5. Leasing of Units. A Unit may be leased or rented by the respective Unit Owner thereof, provided however, that said lease must be for a period of not less than thirty (30) days or one (1) calendar month, whichever is less; provided, further, the Unit may not be leased more than six (6) times in any calendar year. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement. In the event a Unit is occupied by a person or persons other than the Unit Owner, such Unit Owner shall not be entitled to utilize the recreation facilities of the Master Association the period of such occupancy. ~~The Unit Owner shall provide the Association with a copy of any such lease.~~

At least thirty (30) days prior to leasing, the Unit Owner shall provide to the Association an application for leasing, completed by the prospective tenant, and funds to pay for a background check on tenant. The background check fee shall be determined by the Board and may change from time to time, but shall in no event be more than \$100.00. Within fifteen (15) days from the receipt of the completed application and fees, if any, the Association shall either approve or disapprove the lease. In the event the Association fails to review the proposed lease within fifteen (15) days of the receipt of said application and fees, the lease shall be deemed approved. Any required time frame for Association approval shall not begin to accrue until the applicant has submitted all materials requested by the Association. In



the event additional information is requested by the Association in order to determine whether to approve the lease, the time frame for Association's response shall be tolled from the period of time the information is requested until such information is received by the Association.

The Association may deny any lease. In the event that a proposed lease is disapproved, the Association shall have no obligation to provide alternative or substitute tenants. Provided the lease is approved, the Unit Owner shall provide a copy of the executed lease at least two (2) weeks prior to the start date of the lease. Any renewal of a lease shall also be subjected to the same approval process. In addition, if the Unit Owner desires to make their Unit available to a family member or guest while the Unit Owner is not in residence for a period less than thirty (30) days without a lease, the Unit Owner shall provide the Association with the name, address, and phone number of such person(s) at least two (2) weeks prior to their arrival. The Association may deny access to Hammocks Cape Haze to any person not properly identified as described above. Any occupant of a Unit may be subject to Association approval, regardless of whether the Unit Owner is benefiting financially from the occupant's use of the Unit, and shall be required to be approved by the Association as if such individual were a lessee.

4. Section 12.8. Section 12.8 of the Declaration is hereby amended as follows:

Section 12.8. Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked on Condominium Property except with the written consent of the Board of Directors of the Association. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property. Any vehicle not capable of being parked in the Unit Owner's garage shall be prohibited. Villa Unit Owners and renters must park their vehicles in their garage overnight. Guests may park in the Unit's driveway.

5. Section 12.14. Section 12.14 is hereby amended as follows:

Section 12.14. Charcoal Broilers, etc. Charcoal broilers or small open flame burners, ~~electric grills~~ or gas grills are not permitted to be used on lanais or any of the Common Elements, Limited Common Elements or Units.

6. Section 12.17. Section 12.17 is hereby amended as follows:

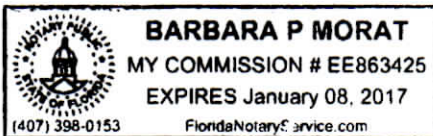
Section 12.17. Animals. Other than pets that create policy coverage exclusions under insurance policies purchased by the Association on Condominium Property, pets that cause increases in insurance policy premiums under insurance policies purchased by the Association on Condominium and/or violent breeds (as determined by the Association in their sole and absolute discretion) dogs, cats and other customary household pets may be kept in Units provided such animals are not kept, bred or

maintained for any commercial purposes; provided, further, any pet may not exceed 45 lbs at full maturity. No more than two (2) dogs may be kept in any Unit.

~~Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose.~~ Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property. Nothing in this provision shall preclude the Association from permitting service animals or other animals that may be required to be allowed by state or federal fair housing laws.

7. Reaffirmation. Except as modified by this Amendment and the Previous Amendments, the 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  
(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 FL JD/L as identification.



Notary Signature

Barbara Morat

(Print Name of Notary Public)

Notary Public - State of Florida

My commission expires  
Commission Number EE 863425