

This instrument prepared by:
Robert F. Rogers, Esquire
75 Vineyards Boulevard, Ste. 500
Naples, Florida 34119-4748
(239) 353-1973

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOCK ISLES MASTER ASSOCIATION

THIS AMENDMENT is made this 19 day SEPTEMBER, 2012, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by HAMMOCK ISLES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association, in Official Records Book 3403, Pages 0199, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and,

WHEREAS, the Declarant wishes to amend the Declaration;

NOW, THEREFORE, Declarant, pursuant to the aforesaid rights, hereby amends the Declaration as follows:

IN WITNESS WHEREOF, Declarant has caused the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions, to be executed by its undersigned duly authorized officer on the date set forth above.

- Notwithstanding anything in the Declaration to the contrary, landscaping is not allowed on any property that impedes the view of another property without the express written consent of the Declarant. In the event said landscaping could be deemed to affect the view of another homeowner, the Declarant may withhold approval in its sole and absolute discretion. In the event the landscaping is installed without the Declarant's approval, the Association will remove the landscaping and all expenses associated therewith will be charged to the homeowner. In addition, if any dispute arises associated with this Amendment, the prevailing party shall be entitled to attorney's fees both at trial and on appeal from the non-prevailing party.

Signed sealed and delivered in the presence of:

WITNESSES:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation
HAMMOCK ISLES MASTER ASSOCIATION, a
Florida not-for-profit corporation

Karolyn G. Adkins
Print Name: KARDLYN G. ADKINS

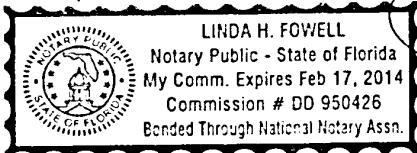
Michel Saadeh
Michel Saadeh, President (for both entities)

Robert Rogers
Print Name: Robert Rogers

Address: 75 Vineyards Blvd., Naples, FL 34119

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day SEPTEMBER 19, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHEL SAADEH, personally known to me, President & CEO of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation.



Linda H. Fowell
NOTARY PUBLIC

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES MASTER ASSOCIATION**

THIS AMENDMENT is made this 30th day of December, 2015, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by HAMMOCK ISLES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association, in O.R. Book 3403, Pages 0199, *et seq.*, of the Public Records of Collier County, Florida, (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 10.02 of the Declaration, Declarant may unilaterally amend this Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration;


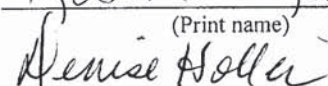
NOW, THEREFORE, Declarant, pursuant to aforesaid rights, hereby amends the Declaration as shown on "Exhibit A" attached hereto:

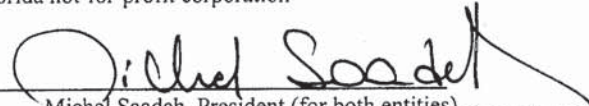
IN WITNESS WHEREOF, the Declarant has caused this **THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOCK ISLES MASTER ASSOCIATION** to be executed by its undersigned duly authorized officer on the date set forth above.

Signed, sealed and delivered in our presence:

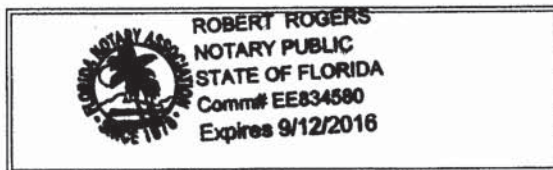
WITNESSES:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation
HAMMOCK ISLES MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation


(Signature)
Robert Rogers
(Print name)

(Signature)
DENISE HOLLER
(Print name)

By: 
Michel Saadeh, President (for both entities)

STATE OF FLORIDA
COUNTY OF COLLIER



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Michel Saadeh, as President and CEO of Vineyards Development Corporation and Hammock Isles Master Association, Inc., and who is personally known to me or has produced _____ as identification.

Signature of Notary Public

“EXHIBIT A”

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES MASTER ASSOCIATION

The Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association (“Declaration”) shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article I of the Declaration shall be amended as shown below:

ARTICLE I
INTENT OF DECLARATION

This Declaration shall be binding on the Property.

This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

The Property will be developed in accordance with all applicable approvals granted by the P.U.D. Agreement for the Vineyards, the development orders and all permits and other approvals for the Property and the Vineyards, as the same may exist from time to time.

The three Associations within Hammock Isles, Hammock Isles Estates, Hammock Isles Villas and Hammock Isles Custom Homes will be members of the Hammock Isles Master Association.

~~Notwithstanding anything in the Bylaws or Articles of Incorporation of any of the Associations to the contrary, after turnover, the Presidents from of the three Associations will make up the Board of the Hammock Isles Master Association:~~

~~The Presidents will establish the procedure for their meetings and ensure that all appropriate notifications are provided:~~

2. Article II of the Declaration shall be amended as shown below:

ARTICLE II
GENERAL TERMS AND CONDITIONS
DEFINITIONS

The Plan for development and use of the common areas shall be consistent with those of the three individual Associations.

DEFINITIONS

2.01 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Hammock Isles Master Association. The Areas of Common Responsibility shall also include those Areas of Common Responsibility dedicated on the plat.

2.02 "Articles" shall mean and refer to the Articles of Incorporation of Hammock Isles Master Association, Inc. which are filed with the Secretary of State of Florida, as same may be amended from time to time.

2.03 "Assessments" shall mean Base, Special and Individual Assessments, collectively, as set forth in Article VIII of this Declaration.

2.04 "Base Assessment" shall mean and refer to assessments levied in accordance with Section 8.02 of this Declaration.

2.05 "Board of Directors" or "Board" shall mean and refer to the governing body of the Hammock Isles Master Association, Inc.

2.06 "Common Areas" shall mean and refer to those areas of land shown on any plat of Hammock Isles which are dedicated to or owned by the Hammock Isles Master Association, Inc., or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of Members. Common Areas may be dedicated by Supplement.

2.07 "Community Wide Standards" shall mean the standards of conduct, maintenance or other activity generally prevailing through the Vineyards. Such standards may be more specifically determined pursuant to the Master Community Documents.

2.08 "County" shall mean Collier County, Florida.

2.09 "Declarant" shall mean and refer to Vineyards Development Corporation, a Florida Corporation, and its successors in interest. A person or entity other than the Vineyards Development Corporation, shall be deemed a successor in interest of the Declarant only if specifically so designated in a duly recorded supplemental declaration, which supplemental Declaration shall specifically state that the rights of the said Vineyards Development Corporation under the aforementioned Agreement have expired, and shall be deemed a successor in interest of Declarant only as to the particular rights or interest specifically designated in the recorded Supplement.

2.10 "Declaration" or "Hammock Isles Master Association Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association, including all amendments lawfully adopted after the date these documents are recorded.

2.11 "Director" shall mean a member of the Board of Directors elected or designated as such in this Declaration, the Articles or By-Laws.

2.12 "Governing Documents" shall mean and refer to the Master Community Documents and the Hammock Isles Master Declaration, Articles of Incorporation, By-Laws, and any and all duly adopted Rules and Regulations.

2.13 "Individual Assessment" shall mean an assessment levied in accordance with Section 8.06 of this Declaration.

2.14 "Institutional Mortgagee" shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Unit in Hammock Isles including, but not limited to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; a mortgage banking company doing business in the State of Florida; a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage market institution including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA) and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Unit; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire or to construct improvements upon the Property in Hammock Isles and who have a mortgage lien or any priority on all or a portion of the Property in the Hammock Isles securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Unit; or (e) Declarant.

2.15 "Master Association" shall mean and refer to The Vineyards Community Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Community Documents.

2.16 "Master Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Vineyards, including, but not limited to, the Master Declaration, the Articles of Incorporation and By-Laws of the Master Association, Design Standards and Guidelines, Community Wide Standards and any procedures, rules, regulations or policies adopted by the Master Association.

2.17 "Master Declaration" shall mean the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards, recorded in the Public Records of the County and all amendments thereto.

2.18 "Members" shall mean and refer to any person or entity holding memberships in the Hammock Isles Master Association, Inc. All Owners of Units shall be Members; provided, however, that there shall be no more than one (1) Membership for each Unit.

2.19 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Unit (including Declarant, but excluding any party holding an interest merely as a security for the performance of an obligation). If a Unit is sold under a recorded contract of sale, and the contract

specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner.

2.20 "Primary Occupant" means the natural person approved for occupancy when title to a unit is held in the name of two or more persons, or by a trustee or a corporation or other entity which is not a natural person or as otherwise designated and approved by a unit Owner(s). Tenants cannot be designated as Primary Occupants.

2.21 "Property" or "Properties" shall mean and refer to Hammock Isles.

2.22 "Special Assessments" shall mean an assessment levied in accordance with Section 8.05 of this Declaration.

2.23 "Streets" shall mean and refer to any roadway which is constructed by Declarant and dedicated to the Hammock Isles Master Association; Streets and all median landscaping and specifically surface treatments such as, but not limited to, pavers or stamped concrete shall be Common Area.

2.24 "Units" shall mean a portion of Hammock Isles, whether developed or undeveloped, intended for development, use, and occupancy as residential dwelling units and shall, unless otherwise specified, include within its meaning vacant land intended for development. The term shall include all portions of the lot owned as well as any structure thereon. Each dwelling shall be deemed to be a separate Unit. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the current site plan approved by the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Hammock Isles, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which time the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above, and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this Section.

2.25 "Vineyards" shall mean the real property which is subject to the Master Declaration pursuant to the terms thereof.

2.26 "Hammock Isles Master Association" shall mean and refer to Hammock Isles Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and the By-Laws.

2.27 "Hammock Isles Master Association Documents" shall mean, collectively, any and all documents, instruments and agreements governing Hammock Isles Master Association, including, but not limited to, the Hammock Isles Master Association Declaration, the Articles of Incorporation, and By-Laws.

2.28 "Hammock Isles Master Association Expenses" shall mean and include those actual estimated common expenses incurred or to be incurred by the Hammock Isles Master Association to benefit primarily the Owners of Units within Hammock Isles.

2.29 "Hammock Isles Master Association Representative" shall mean the individual permitted to vote on behalf of and represent the Members on Master Association matters.

3. Article III, Section 3.02 (c) of the Declaration shall be amended as shown below:

(c) Joint Ownership by Individuals, Corporations, Partnerships or Trusts. A Unit may be owned by two (2) or more natural persons, or in a trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of co-Owners, a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Declaration. No more than one (1) such change will be approved in any twelve (12) month period. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one individual Person holds an interest in a parcel, the vote for the respective parcel shall be exercised by the Primary Occupant, any such Person; provided, however, the Persons holding the interest in the Unit can notify the Secretary of the Hammock Isles Master Association, in writing, prior to or during any meeting of the manner in which the vote for the Unit is to be exercised, and, in the absence of such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Unit owned by Member that is a corporation, partnership, trust or other entity shall be exercised by the Primary Occupant as if the Primary Occupant were the only actual Owner, individual designee from time to time by the Owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

4. A new Section 3.02 (d) shall be added to Article III of the Declaration as shown below:

(d) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Unit which is owned in the forms of ownership stated in subsection 3.02 (c) above shall designate a Primary Occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Unit is such that the designation of a Primary Occupant is not required, the Unit Owner may, nevertheless, choose to designate one, subject to Board approval. Tenants cannot be designated as Primary Occupants.

5. Article III, Section 3.03 (a) of the Declaration shall be amended as shown below:

(a) Declarant Director. So long as Declarant owns and holds at least five percent (5%) of the total one (1) or more Units or any portion of within Hammock Isles Master for development or for sale in the ordinary course of business, the Declarant shall be entitled to appoint one (1) additional director to the Board of Directors.

6. Article III, Section 3.03 (b) of the Declaration shall be deleted in its entirety as shown below:

~~(b) — Veto Power. So long as the Declarant is entitled to appoint at least one (1) member to the Board, the Declarant shall have a right to disapprove actions of the Board and any committees as more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, the Declarant may exercise its right to disapprove actions of the Board and any committees and the Hammock Isles Master Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Hammock Isles Master Association which the Declarant vetoed.~~

~~This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board or the Hammock Isles Master Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Hammock Isles Master Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.~~

~~This Section may not be amended without the express, written consent of the Declarant.~~

7. Article V, Section 5.01 (a) of the Declaration shall be amended as shown below:

(a) General Maintenance. The Hammock Isles Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility as dedicated in the Plat and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Master Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping, irrigation, drainage and entry features in all Common Areas.

~~Landscape maintenance will include the exterior customary maintenance on the lawns for all units located in Hammock Isles Villas. Said price for same shall be a specific line item on both the budget of the Hammock Isles Master Association and the Hammock Isles Villas Homeowners' Association.~~

The cost for maintenance shall be delegated in accordance with the budget attached hereto. Each Association shall be responsible for establishing and maintaining their own budget and paying the appropriate fee to the Hammock Isles Master Association.

8. Article V, Section 5.03 of the Declaration shall be amended as shown below:

5.03 Entry Rights and Liability. If the Owner of a unit fails to maintain his Unit as required below, the Hammock Isles Master Association and the Master Association, in the event that the Hammock Isles Master Association fails to do so, shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to

the right to enter upon any property within Hammock Isles Master to carry out the provisions of this Declaration and same shall not constitute a trespass. Neither the Hammock Isles Master Association nor the Master Association shall be liable for any action taken under this Section and each Owner agrees the Master Association, its officers, directors, agents and employees shall not be liable for any action undertaken pursuant to this Section. The Hammock Isles Master Association or the Master Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Hammock Isles Master Association or the Master Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Property. Any expenses so incurred by Hammock Isles Master Association or the Master Association shall be billed directly to the Owner of the Unit to which such services are provided, and shall be a charge against the Unit, secured by a lien against the unit as provided in Section 8.06. below.

9. Article VII, Section 7.01 of the Declaration shall be amended as shown below:

7.01 Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement, repair or reconstruction of any insured item subject to reasonable deductibles as determined by the Board cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10. Article VII, Section 7.06 of the Declaration shall be amended as shown below:

7.06 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Hammock Isles Master Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owners further covenants and agrees that in the event of a partial loss or damage resulting from less than total destruction of structures comprising his Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner Hammock Isles Master Association shall continue to maintain the Unit in a neat and attractive condition.

11. Article VIII, Section 8.01 of the Declaration shall be amended as shown below:

8.01 ~~Affirmative~~ Covenant to Pay Assessments. Each Owner of a Unit by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Unit (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) the Unit Owner's prorata share of annual assessments based on the annual budget

adopted by the Association:

(b) the Unit Owner's prorata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments; and

(c) any charges properly levied against individual Unit Owner(s) without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 8.08 below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the common areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law. There is hereby imposed upon each Owner and his or her Unit, the affirmative covenant and obligation to pay to the Hammock Isles Master Association all Base, Special and Individual Assessments, together with any Assessments imposed by the Master Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

12. Article VIII, Section 8.06 of the Declaration shall be amended as shown below:

8.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Hammock Isles Master Documents, or any expense of the Hammock Isles Master Association which is the obligation of an Owner or which is incurred by the Hammock Isles Master Homeowner's Association on behalf of the Owner pursuant to Hammock Isles Master Documents, shall be an Individual Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment. Whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges (including late fees, costs, interest and attorneys fees) against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

13. Article VIII, Section 8.08 of the Declaration shall be amended as shown below:

8.08 Establishment of Lien. Failure to pay any and all Assessments when due, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law,

or (b) eighteen (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees, shall be a charge on the Unit and shall be continuing lien upon the Unit against which such Assessment is made. The lien relates back to the date of recording this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, the Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other lien or mortgage regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Homeowners Association Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Hammock Isles Master Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Hammock Isles Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Hammock Isles Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

14. Article VIII, Section 8.11 of the Declaration shall be amended as shown below:

8.11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Hammock Isles Master Association or the manager and payment of a processing fee set by the Hammock Isles Master Association from time to time, not to exceed the highest amount allowed by law fifty dollars (\$50), any Owner or Institutional Mortgagee of a Unit may request confirmation from the Hammock Isles Master Association setting forth:

* * *

15. Article VIII, Section 8.13 of the Declaration shall be amended as shown below:

8.13 Assessments Levied By The Master Association. The Hammock Isles Master Association shall, upon the request of the Master Association, collect assessments owed to the Master Association by Owners. The Hammock Isles Master Association shall remit this amount collected to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association by the Owners or the Hammock Isles Master Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Hammock Isles Master Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

16. A new Section 8.14 shall be added to Article VIII of the Declaration as shown below:

8.14 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs and attorneys' fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

17. A new Section 8.15 shall be added to Article VIII of the Declaration as shown below:

8.15 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid forty-five (45) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 720.3085 of the Homeowner Association Act, or may be sent separately.

If a Unit Owner fails to pay in full all assessments due under a lien and said default shall continue into a new fiscal year, the Association shall have the right to accelerate the due date of the entire balance of the Unit's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal year. The right to accelerate a new fiscal year's assessments shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

18. Article X, Section 10.02 of the Declaration shall be amended as shown below:

10.02 Amendment. Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration. After such termination, the Declarant may unilaterally amend this Declaration at any time and from time to time as such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an Institutional Mortgagee to enable such lender or a purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. So long as it still owns any of the Property for development or sale in Hammock Isles Master, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Hammock Isles Master Association who are present and voting, in person or by proxy, at a duly called meeting, called for the purpose, including sixty-seven percent (67%) of the votes held by the Class A Members and the Class B Member, so long as such membership exists; provided, however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of Collier the County to be effective.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and the third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

19. Article X, Section 10.06 of the Declaration shall be amended as shown below:

10.056 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought, but shall not be required to be brought, by the Association or by a unit Owner against:

(A) the Association;

(B) a Unit Owner;

(C) anyone who occupies or is a tenant or guest of a residential Owner; or

(D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

No judicial or administrative proceeding shall be commenced or prosecuted by the Hammock Isles Master Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members of the Hammock Isles Master Association. This Section shall not apply, however, to: (a) actions brought by the Hammock Isles Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Hammock Isles Master Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Hammock Isles Master Association shall assess all Members of the Hammock Isles Master Association, other than the Declarant, for the costs of said claim or litigation, including without limitation, attorneys' fees incurred, and funds from any other Assessments shall not be used for any such claim or litigation. In the event the Declarant is the prevailing party, the Hammock Isles Master Association shall levy a Special Assessment against all Owners of Units in Hammock Isles Master, other than the Declarant, and pay to the Declarant all of its cost, including attorney fees both at trial and on appeal, for any such claim or litigation. This provision shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

20. Article XI, Section 11.03 (b) of the Declaration shall be amended as shown below:

(b) The approval of at least fifty-one (51%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to add to or amend any material provision of the Hammock Isles Master Documents which establish, provide for, govern or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- (1) ~~Voting;~~
- (2) ~~Assessments, Assessment liens, subordination of such liens;~~
- (1 3) ~~Insurance or fidelity bonds; or~~
- (4) ~~Any provisions which are for the express benefit of mortgagees;~~
- (2 5) ~~Boundaries of any Unit; or;~~
- (6) ~~Leasing of Units.~~

21. Article XII, Section 12.01 of the Declaration shall be amended as shown below:

12.01 General. The Plat of Hammock Isles Master comprehends a subdivision of lands consisting of residential building sites, hereinafter referred to as the Lots, on either side of a private roads designated as Hammock Isles Venezia Grande Drive, Sago Court, Bromelia Way, Bromelia Court, and Hammock Isles Circle, hereinafter referred to as the Roadway. Declarant may, but shall not be obligated to, install entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems along portions of the Roadway, and the perimeter of Hammock Isles Master.

AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
HAMMOCK ISLES MASTER ASSOCIATION, INC.

The Articles of Incorporation of Hammock Isles Master Association, Inc. ("Articles") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

22. Article IX of the Articles shall be amended as shown below:

ARTICLE IX
AMENDMENT

~~Except as otherwise required by Florida law, (These Articles may be amended only upon the affirmative vote of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, seventy five percent (75%) or more of the votes of Members at a duly called meeting of the Members.~~

AMENDMENTS TO THE
BY-LAWS
OF
HAMMOCK ISLES MASTER ASSOCIATION, INC.

The By-Laws of Hammock Isles Master Association, Inc. ("By-Laws") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

23. Article IV, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Hammock Isles Master Association if so directed by resolution of a majority of the members of the Board of Directors or, if after the termination of the Class B Membership, upon a petition signed by Members representing at least twenty ten percent (210%) of the total votes of the Hammock Isles Master Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

24. Article IV, Section 4. of the By-Laws shall be amended as shown below:

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting not less than fourteen (14) ten (10) nor more than fifty (50) days before the date of such meeting by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

25. Article IV, Section 5. of the By-Laws shall be amended as shown below:

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Hammock Isles Declaration, the presence in person or by proxy of thirty percent (30%) of the votes eligible to be cast by Members shall constitute a quorum at all meetings of the Hammock Isles Master Association.

26. Article IV, Section 6. of the By-Laws shall be amended as shown below:

Section 6. Adjournment of Meetings. If any meeting of the Hammock Isles Master Association cannot be held because a quorum is not present, a majority of the votes of the Members who are present at such meeting may adjourn the meeting to a time not ~~less than five (5) nor more than ninety (90) thirty (30)~~ days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

27. Article V, Section 1. of the By-Laws shall be amended as shown below:

Section 1. Number of Directors. The government and administration of the affairs of the Hammock Isles Master Association shall be vested in a Board of Directors each of whom shall have one (1) vote. ~~Notwithstanding anything in the Bylaws or Articles of Incorporation of any of the Associations to the contrary, the Presidents of each of the three (3) Associations within Hammock Isles (Hammock Isles Estates, Hammock Isles Villas and Hammock Isles Custom Homes) will make up the Board of the Hammock Isles Master Association. Therefore, t~~The number of directors in the Hammock Isles Master Association shall be ~~not less than three (3) nor more than nine (9). However, if the conditions in Article III, Section 3.03 (a) of the Declaration are met, the number of Directors shall be (4).~~ The initial directors named in the Articles of Incorporation shall serve until their replacements are elected as provided in these By-Laws. The number of directors shall be established by the Board of Directors from time to time.

28. Article V, Section 2. of the By-Laws shall be amended as shown below:

Section 2. Election. ~~There shall be no election. The Board Members shall be the Presidents of each of the three (3) Associations within Hammock Isles (Hammock Isles Estates, Hammock Isles Villas and Hammock Isles Custom Homes). The Members shall elect all of the members of the Board of Directors. Prior to termination of the Class B Membership, directors shall be elected annually. Class B Members shall be entitled to three (3) votes for each Unit owned and Class A Members shall be entitled to one (1) vote for each Unit owned. Upon termination of the Class B Membership, it shall be converted to a Class A Membership.~~

~~At the annual meeting first occurring after termination of the Class B Membership, the Board of Directors shall remain at three (3) members, unless said number shall be increased by vote of the Members. At this meeting one (1) director shall be elected for a term of three (3) years, one (1) director shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At the expiration of the initial term of office of each elected member of the Board~~

of Directors after such meeting, and at each annual meeting thereafter, successors shall be elected to serve for a term of three (3) years:

29. Article V, Section 3. of the By-Laws shall be deleted in its entirety as shown below:

THIS SECTION INTENTIONALLY LEFT BLANK. ~~Section 3. Cumulative Voting. Cumulative voting for directors, unless prohibited by Statute, is allowed.~~

30. Article V, Section 4. of the By-Laws shall be amended as shown below:

Section 4. Qualifications for Election. Except with respect to the directors elected prior to the termination of the Class B Membership or the director appointed pursuant to Section 5 hereof, the All directors shall be Members.

31. Article V, Section 5. of the By-Laws shall be deleted in its entirety as shown below:

THIS SECTION INTENTIONALLY LEFT BLANK. ~~Section 5. Declarant Director. After termination of the Class B Membership and until all units have been conveyed by the Declarant to third party purchasers, the Declarant shall be entitled to appoint one (1) director to the Board of Directors. The Declarant appointed director shall be entitled to exercise the Declarant's veto power described in Section 5.03 of the Hammock Isles Declaration.~~

32. Article V, Section 6. of the By-Laws shall be deleted in its entirety as shown below:

THIS SECTION INTENTIONALLY LEFT BLANK. ~~Section 6. Nomination of Directors. After termination of the Class B Membership, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members to serve for a term of (1) year or until their successors are appointed; and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.~~

Ten percent (10%) or more of the total votes to be cast by the Members who are not members of the Nominating Committee or the Board of Directors may also nominate candidates for the Board of Directors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election, and have been nominated in accordance with the provisions of these By-laws, shall be included in any proxy mailing to the Members. All candidates shall have reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Prior to termination of the Class B Membership, the Class B Member shall notify the Board of Directors of names to be included in any proxy mailing to the Members:

33. Article V, Section 7. of the By-Laws shall be amended as shown below:

Section 7. Removal of Directors and Vacancies. Any director ~~elected by the Members~~ may be removed, with or without cause, by the vote of a majority of the Members of that community which the director represents holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the officers of the community from which the director was removed. ~~Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.~~

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Hammock Isles Master Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the members of the Board. In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board, and the members of the Board from the community where the vacancy exists may appoint a successor; however, the Declarant shall appoint a successor due to death, disability or resignation of its director appointed in accordance with Section 5 of this Article.

34. Article VI, Section 2. of the By-Laws shall be amended as shown below:

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. After the termination of the Class B Membership, at least one (1) regular meeting shall be held each quarter during each fiscal year. Notice of the time and place of the meeting shall be provided to the directors not less than forty-eight hours ~~four (4) days~~ prior to the meeting.

35. Article VI, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by personal delivery, first class mail or telephone at least forty-eight hours ~~four (4) days~~ prior to the date of the meeting, unless an emergency condition exists, in which event twenty-four (24) hours' notice shall be deemed sufficient.

36. Article VI, Section 5. of the By-Laws shall be amended as shown below:

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting until a later date which shall be not more less than ninety (90) five (5) ~~nor more than thirty (30) days~~ from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

37. Article VI, Section 7. of the By-Laws shall be amended as shown below:

Section 7. Open Meetings. All meetings of the Board shall be open to all Members; The right of the Members to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, grievances, etc.

38. Article VI, Section 8. of the By-Laws shall be amended as shown below:

Section 8. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors and all Members present at the meeting.

39. Article VI, Section 9. of the By-Laws shall be deleted in its entirety as shown below:

Section 9. Action Without a Meeting. Any action to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

40. Article XI, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against any members who are delinquent for more than ninety (90) days in paying a monetary obligation due to the Association or against members, or a member's tenants or guests or both who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The maximum fine shall be one thousand dollars (\$1,000.00). Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. A suspension cannot be imposed to prevent access or utility services to the Unit. The procedure for imposing fines and/or suspensions shall be as follows:

(a) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
- (iii) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (iv) The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(b) Hearing: At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) non-Director lot Owners appointed by the Board, none of whom may then be serving as Directors or officers or who are employees of the Association, or the spouse or non-spouse companion, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the fine, and/or suspension, it may not be levied. If the committee agrees with the fine, and/or suspension, the Board of Directors shall levy same.

~~Section 3. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.~~

41. Article XII, Section 9. (a) of the By-Laws shall be amended as shown below:

(a) Inspection by Members and Mortgagees. The Hammock Isles Declaration and these By-Laws, membership register, books of account and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Institutional Mortgagee, Member, the Master Association or by a Member's duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Hammock Isles Master Association or at such other place as the Board shall prescribe, subject to the provisions of Section 720.303(4), Florida Statutes, as amended. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the names and addresses of the Members, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Records of a Member's payment of Assessments shall be disclosed only to persons authorized by the Member or the Institutional Mortgagee holding a mortgage on the Member's Unit. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.

42. Article XIII, Section 1. of the By-Laws shall be amended as shown below:

Section 1. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Hammock Isles Master Association proceedings when not in conflict with Florida Law, the Articles of Incorporation, the Hammock Isles Declaration or these By-Laws.

43. Article XIII, Section 5. of the By-Laws shall be amended as shown below:

Section 5. Amendments. Until the termination of the Class B Membership, the Declarant may amend these By-Laws in its sole and absolute discretion. After the termination of the Class B Membership, the Declarant may amend these By-Laws in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Member shall consent thereto in writing. So long as it still owns any part of the property in Hammock Isles for development, the Declarant may amend these By-Laws in its sole and absolute discretion for any other purpose, provided the amendment has no material adverse effect upon the rights of any Member. Thereafter or otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing at least two-thirds (2/3rds) sixty-seven percent (67%) of the voting interests who are present and voting, in person or by proxy, at a meeting of the total votes in the members of the Hammock Isles Master Association; provided, however, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

~~No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member or the assignee of such right or privilege.~~

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Hammock Isles Master Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 28, 2019, where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association, as originally recorded in O.R. Book 3403 at Pages 0199 *et seq.*, Public Records of Collier County, Florida.

The following resolution was approved by the affirmative vote of Members representing sixty-seven percent (67%) of the total votes in the Hammock Isles Master Association.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: Feb 11, 2019

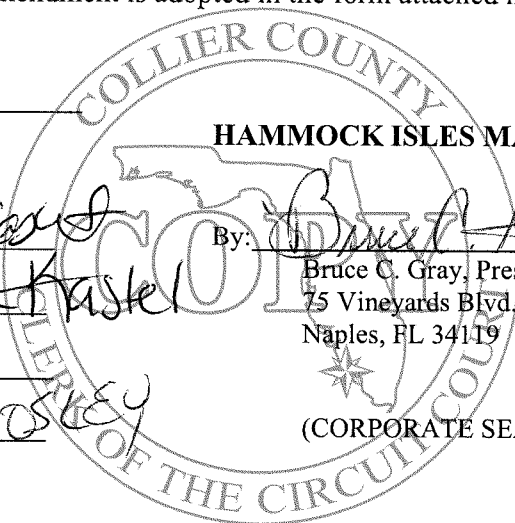
HAMMOCK ISLES MASTER ASSOCIATION, INC.

(1) [Signature]
Witness
Print Name: Katherine Kasket

By: [Signature]
Bruce C. Gray, President
75 Vineyards Blvd
Naples, FL 34119

(2) [Signature]
Witness
Print Name: SARAH MOSLEY

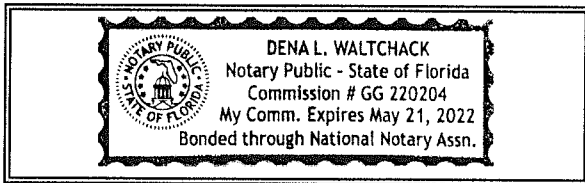
(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11th day of February, 2019 by Bruce C. Gray, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as i identification.



[Signature]
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

This instrument prepared by Robert E. Murrell, B.C.S., The Murrell Law Firm, P.A., 1044 Castello Drive, Suite 106, Naples, FL 34103.

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES MASTER ASSOCIATION**

The Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association (“Declaration”) shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article V, Section 5.01 of the Declaration shall be amended as shown below:

5.01 Hammock Isles Master Association Responsibility.

(a) General Maintenance. ~~The Hammock Isles Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility as dedicated in the Plat and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Master Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping, irrigation, drainage and entry features in all Common Areas.~~

(b) In addition to the duties and obligations set forth in paragraph (a) above, the Hammock Isles Master Association shall also be responsible for the periodic painting of mailboxes and mailbox posts and flags, and renumbering of the mailbox with the house address, in accordance with a maintenance schedule and budget established by the Board of Directors. Nothing herein shall transfer to the Hammock Isles Master Association any ownership interest in, or responsibility for any other maintenance, repair, or replacement of mailboxes, mailbox posts and flags, all of which shall remain the responsibility of the owners.

(c) The cost for maintenance set forth in this Section 5.01 shall be a common expense and shall be delegated in accordance with the budget. Each Association shall be responsible for establishing and maintaining their own budget and paying the appropriate fee to the Hammock Isles Master Association.

2. Article V, Section 5.04 of the Declaration shall be amended as shown below:

5.04 Owner's Responsibility. ~~Except as otherwise provided in Section 5.01 above, e~~Each Owner shall maintain his or her Unit in good repair and in a neat and attractive condition in accordance with the Hammock Isles Master Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Hammock Isles Master Association, (b) causes the Hammock Isles Master Association's insurance premiums to increase or (c) interferes with the Hammock Isles Master Association's maintenance or operational responsibilities. If any Owner fails to perform his or her

maintenance responsibility in accordance with this Section, the Hammock Isles Master Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Hammock Isles Master Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE HAMMOCK ISLES MASTER ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

Owners shall permit the Hammock Isles Master Association, and its designated contractor, access to the Owners' property for the purpose of periodic painting and renumbering of the Owners' mailbox, in accordance with the maintenance schedule established by the Board of Directors. Owners shall also remove all plant materials from the mailbox and mailbox post to enable the contractor to complete the repainting work at the time designated by the Board.

