

Prepared by, record and return to:

Seth D. Chipman, Esq.
96 Willard Street, Ste. 204
(321) 639-1300

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for HAMMOCK LAKES was originally recorded in Official Records Book 4778, Page 0166, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"):

WHEREAS, the membership of HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC., desires to amend, and does amend the Declaration as follows:

1. Article IV, Section 2 of the Declaration is amended as follows:

Section 2. Owner's Use of Lot and Leasing

An Owner's use of his or her Lot shall be limited to residential purposes. Subject to these covenants and restrictions as amended from time to time, and Board made rules and regulations as amended from time to time, residences may be leased for private single family residential purposes, which is hereby defined as one or more persons occupying a residence and living as one housekeeping unit; and is distinguished from a group occupying a residence as a boarding home, lodging house, fraternity or sorority house, a club, hotel, or motel.

An owner that is more than sixty (60) days delinquent in any monetary obligation owed to the Association shall be precluded from renting their property or renewing any existing lease associated with their property. An owner must own their Lot where their proposed rental is proposed to occur, for at least twelve (12) consecutive months, prior to renting or leasing their property to any party. There shall be a presumption that a Lot is being leased or rented, in the event that any person, other than the record owner of that Lot or their immediate family, is residing on that Lot.

PERCENTAGE OF RENTALS: No more than twenty percent (20%) of the 158 Lots on the Eastside of subdivision and twenty percent (20%) of the 122 Lots on the Westside of the subdivision may be leased at any given time to a Third Party. There shall be one (1) single written lease per leased property and there will be no subleasing. **Notwithstanding the foregoing, any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing, subject to the terms of Hammock Lakes' covenants and restrictions as amended from time to time, and Board made Rules and Regulations as amended from time to time, until the Owner or a member of the Owner's family takes possession of the subject property, or said Lot is sold or otherwise conveyed to a Third Party; however, said Owner must provide the HOA with a copy of the lease and prepare and submit a "tenant registration form."** Any Lot Owner engaged in leasing must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no more than twenty percent (20%) of the Lots of the HOA may be leased at any given time to a Third Party. For the purpose of this Section, "Third Party" shall be defined as any person who is not an Owner of that particular property as that term is defined in the Declaration.

LEASE AGREEMENTS AND TENANT REGISTRATION FORM: All lease agreements must be submitted to the HOA prior to execution by the Owner. Owners shall also submit a "tenant registration form" to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than fifteen (15) days prior to executing or extending a lease. The HOA may charge a reasonable review and processing fee concerning the above. Additionally, if an Owner fails to provide a copy of the lease and the "tenant registration form" to the HOA as outlined above, the HOA may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration and Florida law. The HOA may also suspend an Owner's ability to Lease the Lot.

All Owners leasing or renting their Lots or Homes shall be required to incorporate the following

provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Deed Restricted Subdivision. All persons occupying property in this Subdivision are required to observe the Covenants and Restrictions of the Subdivision. Copies of all Covenants and Restrictions are to be obtained from the Landlord, and reviewed by the Tenant prior to occupancy of any residence.

All Owners will be held responsible for any tenant infractions. If the tenant has multiple or ongoing instances of violations, the Board shall have the right to bring suit to enjoin the tenant from residing in Hammock Lakes.

RULES AND REGULATIONS. The Association may adopt reasonable rules and regulations to enhance, clarify and further define the provisions and procedures set forth in this Section.

In the event an Owner wishes to rent once the twenty percent (20%) limit has been met, then the Owner may apply for a hearing before the Board or a Committee for a temporary variance in case of hardship. Permission to lease or sublease will be granted at the sole discretion of the Board of Directors. From the date of this Amendment, all leasing activities must be in compliance with all local, state or federal laws, rules and regulations.

The foregoing rental restrictions take precedence over any inconsistent language in the Articles or Bylaws or Rules of the HOA. No owner may lease a Lot for fewer than or greater than twelve (12) months.

CERTIFICATE OF ASSOCIATION

The undersigned, as President of HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC., hereby certifies that the foregoing Amendment to the Declaration was adopted by the membership of the Association, as provided in the Declaration, by the approval of at least two-thirds (2/3) of the total membership vote.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration of HAMMOCK LAKES to be duly executed as of the date and year set forth below.

WITNESSES (two required)

David Newman
Print Name: David Newman

Sharon Overdorf
Print Name: SHARON OVERDORF

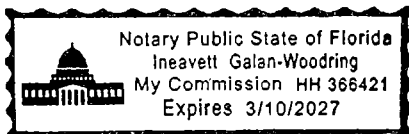
HAMMOCK LAKES HOMEOWNER'S
ASSOCIATION OF BREVARD, INC.

By: John D. Hurd
Print Name: John D. Hurd
Its: PRESIDENT

Address: 2825 TUSCAROLA CT
W. MELBOURNE, FL 32904

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of August, 2025, as President, of HAMMOCK LAKES HOMEOWNER'S ASSOCIATION OF BREVARD, INC., who is personally known to me or who has produced as identification and who did not take an oath.



Notary Public:

Ingeveet Galan-Woodring
Name: Ingeveet Galan-Woodring
My Commission Expires: _____