



CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00

THE HAMMOCK CONDOMINIUM I (BREVARD)

THE UNDERSIGNED Officers of THE HAMMOCK CONDOMINIUM ASSOCIATION, INC. (BREVARD), the not-for-profit Florida corporation organized and existing to operate and maintain THE HAMMOCK CONDOMINIUM I (BREVARD), according to the Declaration of Condominium thereof, as recorded in O.R. Book 3166, Page 4153, et. seq., Public Records of Brevard County, Florida, as amended, hereby certify and confirm that the following amendment to the Declaration was approved at a membership meeting held May 9, 2006, by not less than sixty-seven percent (67%) of the Association membership present (in person or by proxy) and voting in favor of the proposed Declaration amendment. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documents, and applicable law.



Additions indicated by underlining
Unaffected, omitted, language indicated by ...

ARTICLE X

USE RESTRICTIONS

...

B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association. At no time shall there be more than two units being rented per building. The Board of Directors shall have the right and power in its sole discretion to temporarily exceed the two (2) rented units per building limit to meet extenuating circumstances on a case-by-case basis, including but not limited to: deceased owners, long-term illness, or Lease by a unit Owner to members of the

 This Instrument Prepared By:
C. JOHN CHRISTENSEN, ESQ.
Becker & Poliakoff, P.A.
2500 Mainland Center Parkway, Suite 209
Maitland, FL 32751 



CFN 2006175004

OR Book/Page: 5657 / 8054

ATTEST:

By John O. Hanawalt
JOHN HANAWALT, Secretary

Address 240 HAMMOCK SHORE DRIVE
MELBOURNE BEACH, FLORIDA 32951

Print JOHN A. HANAWALT

Print _____

(CORPORATE SEAL)

STATE OF Maine)
COUNTY OF Oxford)

BEFORE ME, the undersigned authority, personally appeared JOHN HANAWALT, to me personally known to be the Secretary of THE HAMMOCK CONDOMINIUM ASSOCIATION, INC. (BREVARD), or having produced _____ as identification and did/did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 23 day of May, 2006.

Kelly D. Crockett

Notary Public, State of Maine at Large.

Printed Name: Kelly D. Crockett

My commission expires: _____

Kelly D. Crockett

Notary Public, Maine

My Commission Expires May 17, 2009

ORL_DB: 934057_





Owner's family. The two (2) rented units per building limitation will take effect upon the recording of the amendment adopting same in the Brevard County Public Records and shall then apply to all parties taking title to condominium unit(s) subsequent to the date of recording and to those current unit owners voting in favor of this amendment. Any Lease already in force as of the date of the recording of the amendment adopting same shall continue in force until the expiration of its current term; the two (2) rented units per building restriction shall then apply. Leases submitted to the Association for approval shall be registered with the Association, and the time and date of submission shall be noted thereon. The Board of Directors shall make a determination as to when the two (2) rented units per building limit has been reached, reviewing applications on a first-come, first-served basis, upon the proper submission of the potential Leases, and pursuant to any rules or policies adopted by the Board of Directors regarding same; parties who have taken title to the unit after the date of recording of the amendment adopting the two (2) rented units per building, or current owners who have voted in favor of this amendment, may then be prohibited from leasing their units if said leasing will exceed this two (2) rented units per building cap, or such leasing may be disapproved for any of the other factors set forth herein. The minimum rental period shall be three (3) consecutive months. Prior to intended occupancy under a lease, the owner must provide prior notice with a copy of the lease and a completed form adopted by the Board of Administration requesting specific occupancy and other information. The form may also contain an acknowledgment on the part of the lessees that they have read and agree to abide by the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Association. It is not intended by this section that the Association shall have the general right to approve and disapprove of leases, except that the Association may disapprove of a lease if the owner is delinquent in the payment of assessments together with any interest, costs, and attorneys' fees due and owing in connection with the delinquent assessment. Every lease as of the date of recording of this amendment, whether oral or written, shall automatically be deemed to contain a provision that the lessee and all occupants shall abide by all provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Association, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.

...

(The remainder of the Declaration is unchanged.)

Executed this 16 day of May, 2006.

Signed, sealed and delivered in the presence of witnesses:

THE HAMMOCK CONDOMINIUM ASSOCIATION, INC. (BREVARD)

Print ARTHUR HOPPER

By: Art Hopper
 ART HOPPER, President
 Address 240 Hammock Shore Dr
Melbourne Fl. 32951

Print _____

STATE OF FLORIDA)
 COUNTY OF LAKE)

BEFORE ME, the undersigned authority, personally appeared ART HOPPER, to me personally known to be the President of THE HAMMOCK CONDOMINIUM ASSOCIATION, INC. (BREVARD), or having produced _____ as identification and did/did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 16 day of MAY, 2006.

Richard Meyers
 Notary Public, State of FL at Large
 Printed Name: RICHARD MEYERS
 My commission expires: 4/9/2011

