

**CERTIFICATE OF AMENDMENT**

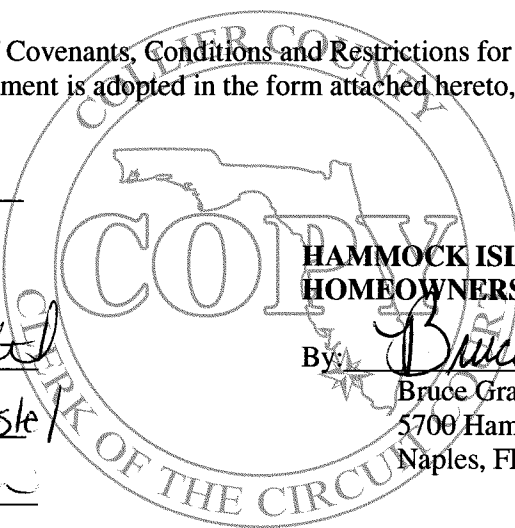
THE UNDERSIGNED, being the duly and acting President of Hammock Isles Estates Homeowners= Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members originally held on April 26, 2016, and reconvened on May 23, 2016 where a quorum was present, after due 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 Estates Homeowners= Association, as originally recorded in O.R. Book 3403 at Pages 0221 *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 Estates Homeowners= Association.

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

Date: 5-24-16

(1) Katherine Koste  
Witness  
Print Name: Katherine K Koste  
(2) Melissa Peterson  
Witness  
Print Name: Melissa Peterson

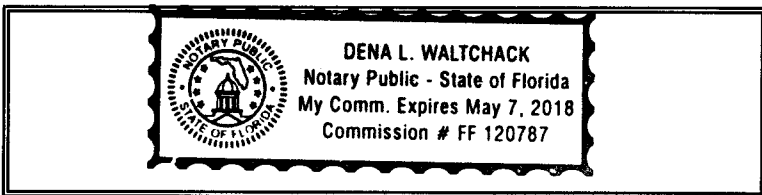


**HAMMOCK ISLES ESTATES  
HOMEOWNERS ASSOCIATION, INC.**  
By: Bruce C. Gray  
Bruce Gray, President  
5700 Hammock Isles Drive  
Naples, FL 34119

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 24 day of May, 2016 by Bruce Gray, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced as identification.



Dena L. Waltchack  
Signature of Notary Public

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

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HAMMOCK ISLES ESTATES**

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

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

Article IX, Section 9.08 of the Declaration shall be amended as shown below:

9.08 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 percent (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 a continuing lien upon the Unit against which such Assessment is made. 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 as otherwise provided by the Homeowners Association Act as amended from time to time, the liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagees acquisition of title is limited to the lesser of: 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.

(a) The units unpaid common expenses and regular periodic or special assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

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