

Condominium, Homeowner
and Cooperative Associations

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Civil Litigation
Construction Litigation

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CONDOMINIUM AND
PLANNED DEVELOPMENT *



CONSTRUCTION LAW **



July 15, 2024

The Hammocks at River Wilderness Homeowners Association, Inc.
Attn: Parker Duerson, Manager
c/o RealManage Family of Brands
460 N. Tamiami Trail
Osprey, FL 34229

Sent by U.S. Mail and by email to: hamriver@ciramail.com

Re: Recorded Certificate of Amendment

Dear Parker:

Enclosed is the original Certificate of Amendment ("Certificate") to the Declaration of Covenants, Conditions and Restrictions which was recorded at Official Records Instrument #202441069107 of the Public Records of Manatee County, Florida, on **July 1, 2024**. Pursuant to Section 720.306(1), Florida Statutes, the amendment is effective on this date. Please maintain the original document as part of the official records of the Association.

Pursuant to Section 720.306(1)(b), Florida Statutes, **within 30 days** of recording (that is, on or before **August 1, 2024**) the Association must provide a copy of the certificate and amendment to its members. However, if a copy of the amendment was provided to the members before they voted on the amendment and the proposed amendment was not changed before the vote, the Association, in lieu of providing a copy of the Certificate, may provide notice to the members that the amendment was adopted, identifying the official instrument numbers of the recorded amendment and that a copy of the certificate is available at no charge to the member upon written request to the Association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

Thomas A. Marino II, Esq.
tmario@kevinwellspa.com

TAM/dmh
Enclosure

Prepared By and Return to:
Thomas A. Marino II, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, FL 34237
Telephone: (941) 366-9191



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCKS AT RIVER WILDERNESS**

We hereby certify that the attached amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HAMMOCKS AT RIVER WILDERNESS ("Declaration") (which Declaration was originally recorded at Official Records Book 1505, Page 5010 *et seq.*, of the Public Records of Manatee County, Florida), was approved and duly adopted at Membership Meeting of The Hammocks at River Wilderness Homeowners Association, Inc. ("Association"), held on April 18, 2024, adjourned and reconvened on June 17, 2024, by the affirmative vote of the Owners of not less than fifty-one percent (51%) of all the Lots covered thereby, pursuant to Section 8.12 of the Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 26 day of June, 2024.

Signed, sealed and delivered:
in the presence of:

sign: [Signature]

print: Christopher Dame

address: 8955 US HWY 301 N
City, State, Zip: PARRISH, FL 34219

sign: [Signature]

print: THE UPS STORE #2744

address: 8955 US HWY 301 N
City, State, Zip: PARRISH, FL 34219

THE HAMMOCKS AT RIVER WILDERNESS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Nancy Tilbe, President

Attest: [Signature]
Pamela Nesbitt, Secretary

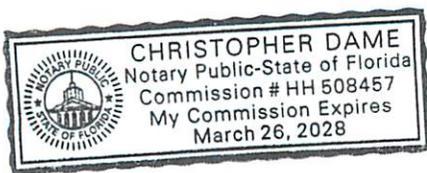
STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of June, 2024, by Nancy Tilbe, as President of The Hammocks at River Wilderness Homeowners Association, Inc., who is personally known to me or has produced FLDG as identification.

NOTARY PUBLIC

Sign: [Signature]

Print: Christopher Dame
My Commission Expires: March 26, 2028



AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HAMMOCKS AT RIVER WILDERNESS

[Additions are indicated by underline; deletions by strike-through]

ARTICLE VI USE RESTRICTIONS AND COVENANTS

6.15 Leasing of Lots. To keep The Hammocks at River Wilderness, a Subdivision, from becoming a transient community and to maintain property values, this Section 6.15 shall apply to leases of any Lots, including any improvements situated thereon. An Owner who takes title to a Lot after this Section 6.15 is recorded in the Public Records of Manatee County, Florida, shall not lease or rent such Lot during the first twelve (12) months of Lot ownership, with the time commencing upon the recording of the deed or other instrument conveying ownership of such Lot in the Public Records of Manatee County, Florida. This twelve (12) month leasing prohibition does not apply to the Association if it subsequently takes title to a Lot following foreclosure on its lien for delinquent assessments. Only entire Lots may be leased. No residence on any Lot shall be leased separately from the lease of the entire Lot. No Lot may be leased for a term of less than twelve (12) months. No Lot shall be leased without the Owner thereof first providing written notification to the Board of the lease. The written notification of the lease of a Lot must be submitted to the Board not less than fifteen (15) calendar days prior to the start of the lease period and shall constitute a warranty and representation by the Owner that the proposed lease is bona fide in all respects. Any lease of a Lot shall be further subject to the following:

(a) Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of this Declaration, or the violation by a tenant, guest, or invitee of any provision of the governing documents and rules and regulations, the Board, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such tenant, guest, or invitee and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the lease shall be the tenant's, and each guest's and invitee's, full compliance with the governing documents and rules and regulations. The Owner shall be jointly and severally liable with his or her tenant, guest, and invitee to the Association for any and all damages to the Common Property caused by the acts or omissions of his or her tenant, guest, or invitee as determined in the discretion of the Board.

(b) Assignment of Rents. In order to ensure the timely and complete payment of all assessments, or other applicable charges, all Owners leasing their Lots irrevocably assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full.

(i) Application of Rents. All rents collected by the Association from an assignment shall be applied according to the priority established in Section 720.3085, Florida Statutes, until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Association in excess of the Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time.

(ii) Disclosure Acknowledgement. Each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided herein, shall not be construed as or be deemed to be a violation of the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692 et seq.

(iii) Association as Agent. Each Owner hereby assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association, as provided herein.

including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law, but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

[The remainder of the Declaration is unchanged.]