

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2022-007798-CA-01

SECTION: CA22

JUDGE: Beatrice Butchko

**Ana Danton**

Plaintiff(s)

vs.

**Hammocks Community Association Incorporated**

Defendant(s)

**AGREED ORDER GRANTING RECEIVER'S MOTION TO VOID 2021 AMENDMENT  
TO THE DECLARATION**

THIS CAUSE having come before the Court on the Receiver's Motion to Void 2021 Amendment to the Declaration (the "Motion"), and the Court having reviewed the Motion, being informed that this order was agreed to by the parties, and being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. The Receiver's Motion is **GRANTED**.
2. For the reasons stated in the Motion, *inter alia*, that it was not passed by fifty-one percent (51%) of the Members of the Hammocks Community Association, Inc., the 2021 Certificate of Amendment to Amended and Restated Declaration of Covenants, Restrictions, Easements, Changes and Liens for Hammocks Community Association, Inc. recorded in Official Book 32346, Pages 1164 through 1175, of the public records of Miami-Dade County, Florida, is hereby declared **VOID** and of no further effect.
3. A certified copy of this Order will be recorded in the public records of Miami-Dade County, Florida.

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
LUIS G. MONTALDO  
CLERK AD INTERIM

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 3rd day of February, 2023.

*[Handwritten Signature]*  
2022-007798-CA-01 02-03-2023 4:17 PM

2022-007798-CA-01 02-03-2023 4:17 PM

Hon. Beatrice Butchko

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

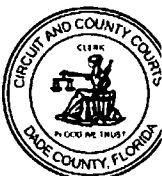
- Eric R. Thompson, ethompson@gordonrees.com
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- Hilton Napoleon II, hnapoleon@rascoklock.com
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- Steven B. Katz, ja@sbk.legal

**Physically Served:**

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office February 07 AD 20 23

LUIS G. MONTALDO, CLERK AD INTERIM  
of Circuit and County Courts  
Deputy Clerk /s/ Alexandra Barroso e26473

30038838



**CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
CHANGES AND LIENS FOR  
HAMMOCKS COMMUNITY ASSOCIATION, INC.**

The following Amendment to Articles VI Sections ~~4, 5, and 6~~, Article XII Sections 1 and 4, Article XVI Section 3 to the ~~Amended and Restated~~ Declaration of Covenants, Restrictions, Easements Charges and Liens for The Hammocks, which was recorded on ~~December 19<sup>th</sup>, 1979~~, in Official Records Book 10606, at page 249, as ~~amended, modified and supplemented and Amended and Restated~~ in Official Records Book 13899, Page 311 on November 16, 1988 of the Public Records of Miami Dade County, Florida were ~~Amended on November 24, 2020~~, were adopted by the affirmative vote of ~~one-third~~ of the ~~total~~ authorized votes of the Association, in accordance with the amendment procedure set forth in Article XV and IX of ~~said~~ Restated Declaration of Covenants, Restrictions, Easements, ~~Changes And Liens~~ of the Hammocks Community Association, Inc., and pursuant to a ~~meeting~~ of the ~~membership~~ of Association held on November 24, 2020.

(New wording is underlined. Wording stricken through is removed)

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4. Due Dates: Duties of the Board of Directors. All assessments shall be payable ~~quarterly, in advance, or on such other basis as is ordered by the Board of Directors~~ monthly. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot/Unit, and shall prepare ~~a roster~~ of the Homes and Lot/Units, and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his Mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. (b) Where assessments from Class A Member are not received within fifteen (15) days of the due date, the Association shall be entitled to charge a late fee of ~~\$20.00~~ \$ 25.00 for each such late payment. Where assessments from a Class B, D and/or E Member are not received within ~~thirty (30)~~ fifteen (15) days of the due date, the Association shall be entitled to charge a late fee of ~~\$5.00~~ \$25.00 per unit for each such late payment.

Section 6. ~~Selling, Leasing and Gifts of Lot/Units.~~ Any Home, Residential Rental Apartment Building, Business Unit, Residential Lot, or Business Lot may be conveyed or leased by a Member ~~free of any restriction, except that subject to the restrictions below.~~ No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot/Unit and the Home, Residential Rental Apartment Building, or Business Unit thereon unless and until all unpaid assessments against such Lot/Unit, including interest, late charges,



costs and attorney's fees, shall have been paid. Any Sale or lease in violation of this Section shall be voidable at the election of the Board of Directors. Transfer and or acquisitions of Units/ Lots shall be subject to the following:

- (a) Sale. An owner intending to make a bona fide sale of his Lot/Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application, a screening fee and such other information concerning the intended purchaser as the Association may reasonably require.
- (b) Lease. An owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with name and address of the intended lessee, a fully executed copy of the proposed written lease agreement, which shall be on a written lease agreement form approved by the Association, or a uniform lease form required and supplied by the Association, a completed application, a screening fee and such other information concerning the intended lease as the Association may reasonably require.
- (c) Gift, devise or inheritance; other transfers. An owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the unit owner as the Association may reasonably require, a certified

copy of the instrument evidencing the owner's title, a completed application, and a screening fee and such other information concerning the intended lease as the Association may reasonably require.

- (d) Failure to give notice. Any event transferring ownership or possession of a unit or lot which shall occur without the required prior notice having been given to and prior written approval given by the Association shall be void ab initio. The Association shall take any and all legal acts, including by not limited to injunctive relief, as may be necessary to terminate such prohibited transfer of ownership of possession. The Association shall recover its court costs and its reasonable attorney's fees from the grantee, grantor, donee, donor, estate, devisee, lessee and/ or lessor jointly and severally, as the case may be.

Upon the written request of a Member or his mortgagee, the Board or its designee, shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements and approval process.

The provisions of this Section shall not apply to the acquisition of a Lot/Unit, Home, Residential Rental Apartment Building, or Business Unit by the holder of a first mortgage securing a lien which is amortized over a period of at least ten (10) years which shall acquire title to such property by foreclosure or deed-in-lieu of



foreclosure of such mortgage. In such event, the unpaid assessments against the Lot/Unit which were assessed and became due prior to the acquisition of title by such mortgage shall be ~~charged to all other Member of the Association as a common expense~~ charged to the title owner of such property. ~~The provisions of this paragraph shall not apply to any assessments for the period after the acquisition of title by the mortgagee or the purchase from such mortgagee.~~

Any Member may convey or transfer ~~his Lot/Unit, Home, Residential Rental Apartment Building, or Business Unit~~ by gift during his lifetime, or devise the same by will or pass the same by intestacy. The Beneficiary shall not be exempt from the Approval requirements of this Section. The provisions of this Section shall not apply to Developer or Builders. This Section may not be amended without the consent of Developer.

## ARTICLE XII

### USE OF PROPERTY

Section 1. ~~The use of a Lot by an Owner or other occupant shall be subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Directors and the following covenants and restrictions:~~

(a) ~~The Lot, any improvements thereon, and any area restricted to an Owner's use, shall be maintained in good repair and overall appearance by that Owner.~~

(b). Any Owner who sells his Lot/Unit shall ~~notify the Association, providing the name and address of the new Owner~~ comply with all restrictions of Article VI.

- (c). The Association shall, at the request of the mortgagee of the Lot, report any delinquent assessments due from the Owner of such Lot.
- (d). No nuisances shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of The Properties by its residents.
- (e) No improper, offensive or unlawful use shall be made on The Properties, nor any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction thereof shall be observed.
- (f). Reasonable regulations promulgated by the Board of Directors, or any committee established by the Board concerning the use of The Properties, shall be observed by the Owners and their guests and tenants; provided, however, that copies of such regulations are available to each Owner prior to the time the said regulations become effective.
- (g). All Association and Neighborhood assessments shall be paid when due.
- (h). Only domestic animals shall be permitted on The Properties. Farm and exotic animals are prohibited. All dogs and cats shall be leashed and shall not be permitted to run loose. Each Owner and lessee shall be responsible for the removal of any solid waste left by a pet on The Properties.
- (i). No one shall post any advertisement or poster of any kind in or on The Properties, except as authorized in writing by the Board of Directors. This paragraph shall not apply to Developer.



(j). No garments, rugs, etc. shall be hung from windows on any fo the Lots, and no clotheslines shall be strung on or over individual Lots or Common Properties. No poles or lines of any nature shall be permitted.

(k). No solar panels or television, radio, or any other type of antenna including, without limitation, any type of satellite dish antenna, shall be erected anywhere on a Lot or improvements thereon without the prior written approval of the Architectural Control Committee and the Board of Directors.

(l). No Owner shall install, or permit to be installed, any iron bars on the exterior of his Home or Business Unit without the prior written approval of the Architectural Control Committee and the Board of Directors.

(m). No Owner shall install, or permit to be installed, any window-mounted or through-the-wall mounted air conditioning unit in his Home or Busienss Unit without the prior written approval of the Architectural Control Committee and the Board of Directors.

(n). No statuary, sculpture and/or play equipment shall be permitted on the exterior of any Lot, or the imporvements thereon, without the prior written approval of the Architectural Control Committee and the Board of Directors.

(o). No detached storage sheds or accessory buildings shall be permitted without the prior written approval of the Architectural Control Committee and the Board of Directors.

(p). Only commerically sold "round" curbstones shall be permitted 2.0 feet away from edge of roads and spaced a miniumum of 4.0 feet apart. No "pyramid" shaped curbstonees, railroad ties, or boulders shall be permitted.

(q). No reflective solar coatings on glass areas, windows, or doors of any kind shall be permitted.

(r). No outdoor lighting that provides glare into adjacent properties or streets shall be permitted anywhere on The Properties.

(s). Holiday decorations, lights, ornaments and structures shall be permitted only from November 1<sup>st</sup> through January 30<sup>th</sup>.

(t). Trash shall only be placed in approved receptacles and shall be placed on the street only on trash pick up day.

(u). No person shall be permitted to use the recreational facilities of the Association except in accordance with the Rules and Regulations established by the Board of Directors.

(v). No Owner, lessee or guest shall make or permit any disturbing noise on any Lot, Home or Business Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other persons. No Owner shall play upon or permit the playing of any musical instrument, or operate or permit the operation of a phonograph or radio or television set or other loud speaker, in any Home or Business Unit between the hours of twelve o'clock midnight and the following seven o'clock A.M. If the same disturb or annoy other residents of the Development, and in no event shall play or permit the playing of either vocal or instrumental music between the hours of ten o'clock P.M. And the following nine o'clock A.M.

(w). No Owner shall lease his Home or Business Unit, whether by oral or written agreement, without complying with the Requirements of Article VI and delivering to the Association a notice containing the name of the lessee, expiration date of lease, number of persons intended to occupy the Home, and the name and address of the



Owner/lessor of the Home. The lease of any home shall be deemed to provide that the lessee's family, guests, agents and invitees shall fully comply with the covenants, restrictions, terms, and provisions of this Declaration and any and all Rules and Regulations of the Association. Each Owner shall jointly and severally liable with the lessee of such Owner's Home for the violation of any of the covenants, restrictions, terms or provisions of this Declaration or any Rules or Regulations of the Association.

#### Section 4. Vehicle and Boat Storage Area.

(a). As the sole exception to the vehicle and boat storage prohibitions set forth in this Article, if the Association provides a specifically identified area for the parking of vehicles or storage of boats, recreational vehicles (RV's) and commercial vehicles which could not otherwise be parked or stored within The Properties, such vehicles or boats recreational vehicles (RV's) and commercial vehicles may be kept in such area, provided that:

(i) any person using such area does so pursuant to a written agreement with the Association in a form promulgated by the Association and makes monthly payments as determined by the Association; and

(ii) by virtue of the use of such area, the applicable vehicle, recreational vehicles (RV's) and commercial vehicles or boat owner or lessee shall be deemed to have covenanted and agreed to indemnify and hold harmless the Association and its officers, directors, employees and its management company and its officers, directors, employees for and from any and all losses, claims, damages, actions and liabilities, including, without limitation, those arising from or connected with property



damage or theft, personal injury or death, including attorney's fees and costs at all tribunal levels, arising from or connected with such person's use of the parking/storage area, whether caused by the negligence of the Association or its officers, directors or agents, or otherwise. Furthermore, all such users shall be deemed to have waived any claims covered by the foregoing indemnify; and

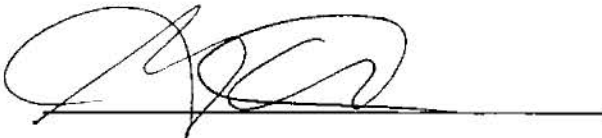
## ARTICLE XVI

### Enforcement

Section 3. Fines. In addition to ~~all other remedies~~, in the sole discretion of the Board of Directors ~~of the Association~~, a fine or fines may be imposed upon an Owner for ~~failure of an Owner~~, his family, lessees, guests, ~~invitees~~, ~~agents~~ or employees, to comply with any of the aforesaid ~~covenants, restrictions, terms, provisions, rules or regulations~~, provided ~~the following procedures are followed~~: all restrictions in Florida Statute 720 are followed. In the event of a conflict, Florida Statutes should be followed.

WE HEREBY CERTIFY that the foregoing Amendments to the Bylaws and Covenants, Restrictions, Easements, Changes And Liens of the Hammocks Community Association, Inc. is a true and correct statement of the Amendments adopted by the Association on November 24, 2020.

FOR HAMMOCKS COMMUNITY ASSOCIATION, INC.



Marglli Gallego, as President



Yoleidis Lopez, as Secretary

STATE OF FLORIDA )

)ss

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2020, by Marglli Gallego, as President of Hammocks Community Association, Inc., who provided FLID as identification or is personally known to me and did take an oath.

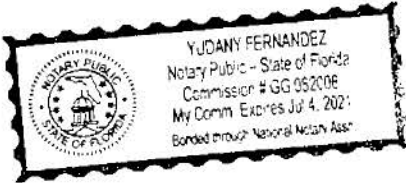


Signature of Notary Public

YUDANY FERNANDEZ

Printed name of Notary Public

Commission Expires



STATE OF FLORIDA )

)ss

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2020, by Yoleidis Lopez, as secretary of Hammocks Community Association, Inc., who provided FL ID as identification or is personally known to me and ~~did take an oath.~~



Signature of Notary Public

Yudany Fernandez

Printed name of Notary Public

Commission Expires:





VOID