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WILL CALL BOX 165  
This instrument prepared by  
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CFN 20090167001  
OR BK 23237 PG 0105  
RECORDED 05/19/2009 08:09:33  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0105 - 110; (6pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HAMMOCKS TRAIL AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "1" to this Certificate were duly adopt as Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc. The original Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc. is recorded in Official Records Book 17715, at Page 0375, of the Public Records of Palm Beach County, Florida. The original Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc. is recorded in Official Records Book 6809, at Page 133, of the Public Records of Palm Beach County, Florida.

DATED this 15 day of APRIL, 2009

As to witnesses

Witness

Witness

**HAMMOCKS TRAIL AT RIVER BRIDGE  
HOMEOWNERS' ASSOCIATION, INC.**

By

President

Attest

Secretary

(SEAL)

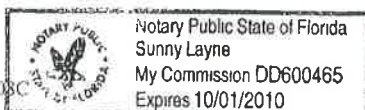
STATE OF FLORIDA )

) ss

COUNTY OF PALM BEACH )

BEFORE ME personally appeared Larry Bram, the President and Judith Grein, Secretary of Hammocks Trail at River Bridge Homeowners' Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 15 day of April, 2009



Notary Public, State of Florida at Large  
My Commission Expires  
(SEAL)

**AMENDMENTS TO THE  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HAMMOCKS TRAIL AT RIVER BRIDGE HOMEOWNERS' ASSOCIATION, INC.**

The original Declaration of Covenants, Conditions and Restrictions for Hammocks Trail at River Bridge Homeowners' Association, Inc , is recorded in Official Records Book 6809, Page 133 of the Public Records of Palm Beach County, Florida

As indicated herein, words underlined are added and words ~~struck through~~ are deleted

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**ITEM 1** The following paragraph shall be added to Article VII(2)(a) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall read as follows

Individual Special Assessments shall only be imposed in accordance with Article X, Section 5, of this Declaration

**ITEM 2** Article X(5) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows:

In addition to general and special assessments, to the extent permitted by law, the Association has the right to levy against each lot and Individual Special Assessment to collect reasonable costs incurred by the Association in the remedying a Lot Owners non-compliance with any provision of this Declaration, including but not limited to the collection of fines Individual special assessments shall only be imposed in accordance with the procedure of Article XIV, Section 4

**ITEM 3** The following paragraph shall be added to Article X(7) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall read as follows

Refer to Master Association Declaration Article X, Section 6(A), for collection responsibility and Article X, Section 6(B), as amended from time to time, for the authority of the Master Association

**ITEM 4** Article XI(1) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be deleted in its entirety and replaced with the following

The Association ARB shall have exclusive jurisdiction in aesthetic matters over all original construction on any portion of the Property The Board of Directors shall prepare, promulgate and publish architectural standards and procedures, which the resident/homeowners shall be required to comply with The Board of Directors shall have full authority to prepare and to amend the

standards and procedures as it deems appropriate See Hammocks Trail Homeowners Association Rules, Standards and guidelines that the Resident/Homeowners shall be required to comply with

**ITEM 5** Article XI(2) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be deleted in its entirety and replaced with the following

ARCHITECTURAL REVIEW BY THE MASTER ASSOCIATION  
The Master Association Architectural Review Board ("ARB") shall have the duties and functions as described in Article XI Architectural standards in the Master Association Declaration of Covenants regarding modifications that the Hammocks Trail Association shall comply with

**ITEM 6** Article XII(1)(b) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Any Member who wishes to lease his/her residential unit must have resided in said Residential Unit for a minimum of two (2) consecutive years Any Member intending to make a bona fide lease of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease, a form designated by the Board and such other information concerning the intended lease or lessee as the Association may reasonably require All such leases shall be in writing and shall be for a term of not less than ~~six (6) months~~ twelve (12) months Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease The Member shall be responsible for the payment of all Assessments The Association may require such other lease provisions as it shall from time to time deem appropriate Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease

**ITEM 7** There shall be a new Section (c) added to Article XII(1) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall read as follows:

The Board will not approve a sale or rental of a home if there are pending violations with respect to the physical condition of the residence. The homes must meet the standards of the community before approval. If an owner is delinquent and has received notices of late payments, and has any late fees pending, the owner will not receive approval to sell or rent the unit.

**ITEM 8** Article XII(4)(a) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty (\$50.00) Dollars in an amount determined by the Board of Directors, for the processing of this information

**ITEM 9** Article XII(4)(b) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, agents, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Master Association and the Association shall each have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Associations shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association, within ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected. In addition, the Board shall have the right to disapprove a proposed sale or lease, due to, among other reasons, a criminal background of the purchaser or tenant

**ITEM 10** Article XIII(8) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Except as may be permitted by the Board, no antennae, aerials or cable reception equipment shall be placed or erected upon the Property or affixed in any manner to the exterior of any building Use of satellite dishes is referenced in Hammocks Trail Homeowners Association Rules, Standards and Guidelines - Rule 9 (08/02/05), as amended from time to time

**ITEM 11** There shall be a new Section 19 added to Article XIII of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall read as follows:

Parking specifications are specifically addressed in Hammocks Trail Homeowners Association Rules, Standards and Guidelines (08/02/05), as amended from time to time

**ITEM 12** Article XVI of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Every Director and/or Officer of the Association and Committee Members, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or which he or she may become involved by reason of his or her being or having been a Director or Officer, whether or not he or she is a Director or Officer or Committee Member at the time such expenses are incurred, except in such cases where the Director or Officer or Committee Member, is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer or Committee Member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but not exclusive of all other rights to which such Officer or Director or Committee Member, may be entitled. The obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible which insurance shall be a Common Expense of the Members

**ITEM 13** Article XVII(1) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

This Declaration may be amended in the following manner

The Declaration may be amended at any time and from time to time upon the consent by Members holding not less than sixty (60%) percent of the voting interests of the membership

Amendments to this Declaration may also be approved by written consent, in lieu of meeting, upon the approval in writing by members holding not less than sixty (60%) percent of the membership

Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District

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