

IN THE CIRCUIT COURT OF THE SEVENTH  
JUDICIAL CIRCUIT IN AND FOR FLAGLER COUNTY, FLORIDA

OCEAN RIDGE BLVD. SOUTH, LLC,  
a Florida limited liability company,  
MARK VOSS, an individual and BRENDA  
VOSS, an individual

Case No.:

Plaintiffs,

v.

OCEAN HAMMOCK PROPERTY OWNERS  
ASSOCIATION, INC., a Florida corporation,

Defendant.

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**COMPLAINT FOR  
DECLARATORY RELIEF**

COME NOW the Plaintiffs, Ocean Ridge Blvd. South, LLC (hereinafter referred to as "Ocean Ridge"), Mark Voss and Brenda Voss, (hereinafter collectively referred to as "Voss") by and through undersigned counsel, and file this Complaint for Declaratory Relief against Defendant, Ocean Hammock Property Owners Association, Inc., a Florida corporation (hereinafter "Association" or "OHPOA"), and alleges as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff, Ocean Ridge, is the owner of the following real property located in the Ocean Hammock subdivision in Palm Coast, Florida:

Lot 73, Ocean Ridge Subdivision, according to the map or plat thereof recorded in Plat Book 30, Pages 91 through 95, of the Public Records of Flagler County.

The street address is 22 Ocean Ridge Blvd. South and the Property Identification Number is 04-11-31-4900-00000-0730.

2. At all material times, Plaintiffs Voss were unit owners entitled to vote under the provisions of the Master Declaration of Covenants of Ocean Hammock, referred to in paragraph 5.

3. Defendant, Association, at all material times, was and is a Florida corporation and subject to the jurisdiction of this Court and was the Association created by the Master Declaration described in paragraph 5.

4. Venue is proper in this Court in that the real properties at issue are located in Flagler County, Florida, and the claims at issue arose in Flagler County, Florida.

#### BACKGROUND FACTS

5. The Association was created pursuant to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock, originally filed on April 14, 1997, at Book 580, Pages 2 through 86, of the Public Records of Flagler County, Florida. The original Master Declaration was Supplemented and Amended several times, until finally on June 28, 2001, the Association filed an Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock (hereinafter the "CCRs"), filed in Book 753, Page 1118, of the Official Records of Flagler County. A copy of the CCRs is recorded in the public records of Flagler County; and by reference are made a part hereof.

6. Voss purchased 22 Ocean Ridge Blvd. South (the "Property") on August 7, 2013, with the intent to rent the Property for residential purposes pursuant to Article X, Section II of the CCRs. Voss' intent included the transfer of the Property into a Florida Limited Liability Corporation. On February 18, 2014, Voss transferred, by the above referenced Warranty Deed, to Ocean Ridge, and Voss is Managing Member, the Plaintiff

in this action. Included in that transfer were all rights, title and obligations related to the property, including the right to bring this action.

7. At all material times Voss was a member in good standing and entitled to vote on amendments and other matters in which members of the Association had the right to vote.

8. Pursuant to §720.306, Fla. Stat., and Article XI of the CCRs of the Association, the CCRs can be amended by a two thirds (2/3) vote of the entire Membership.

9. In October 2013, the Board of Directors of the Association scheduled a meeting of the Members. The meeting was set to take place on November 21, 2013, but was rescheduled to December 7, 2013. The meeting was also set as the Annual meeting of the Association. At that December meeting the Association scheduled a vote of the Membership on Amendments<sup>1</sup> to the CCRs put forth by the Board of Directors. A full copy of the Amendments, Limited Proxy and proposed Amendments is attached hereto and collectively marked as EXHIBIT A, and by reference made a part hereof.

10. At the December 7, 2013 meeting, Voss and others voted against the amendments that took away vested property rights of owners of property in Ocean Hammock and was an affected property owner with standing to challenge the sufficiency of the votes taken that resulted in the Association certifying the amendment pursuant to Article XI, Section 1. Included was an amendment that ended residential rentals for less than thirty days to no more than three rentals annually at the end of a three year Sunset period described more particularly in Paragraph 13 hereinafter.

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<sup>1</sup> The vote was in fact three separate referendums that collectively amended several Articles of the CCRs.

11. The Amendments were the culmination of systematic attempts to prevent members with reasonable investment backed expectations of renting their property on a short term basis in Ocean Hammock.

12. The adopted Amendments to the CCRs eliminated the vested property rights of the Members of the Association. The Amendments specifically abolished and substantially restricted the rights of the Lot Owners by, among other things, limiting the number of bedrooms in the residence in the development; eliminating and restricting short-term rentals; and restricting the number of overnight guests.

13. The Amendment related to short term rentals exempted properties located in Cinnamon Beach at Ocean Hammock, a Seaside Village. The remaining properties within Ocean Hammock were prohibited from using their property for short-term rentals after December 31, 2016 (the "Sunset Date"). This scheme violates the vested property rights of Lot Owners outside of the Village of Cinnamon Beach. Additionally, the reasonable investment backed expectations of these Lot Owners cannot be met where they are forced to amortize their investment over only a three year period.

14. On December 7, 2013, the Association conducted its annual meeting. At that meeting the Association conducted a vote upon the Amendments put forth by the Board of Directors. At that meeting it was determined that the affirmative vote of 643 Members approved Referendum 1, the affirmative vote 558 Members approved Referendum 2 and the affirmative vote of 520 Members approved Referendum 3. There were at the time of the vote approximately 1,050 authorized Member votes in the Association<sup>2</sup>.

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<sup>2</sup> This number fluctuates. There are fixed number possible voting membership units in the Association, However, pursuant to the CCRs of the Association, Members who are not in good standing do not have

15. The Association failed to obtain a two thirds (2/3) majority of the affirmative votes of the entire membership as required by Article XI of the CCRs and §720.306, Fla Stat. On December 12, 2013, the Association, on December 12, 2013, recorded the purported duly adopted resolution in the Public Records in and for Flagler County, Florida. This certification was based on a vote of two-thirds (2/3) of the vote of the Members present in person or proxy at the December 7, 2014 meeting, instead of a two-third vote of the entire membership as required by the provisions of §720.306, Fla. Stat. and Article XI of the CCRs.

16. The CCRs of the Association provide for the prevailing party in a dispute over the CCRs to recover attorney fees.

17. Plaintiffs have retained the undersigned counsel and have agreed to pay a reasonable fee for their services.

18. The Plaintiffs participated in a presuit mediation in accordance to the provisions of §720.311, Fla. Stat., which ended in an impasse.

**COUNT I**  
**COMPLAINT SEEKING DECLARATORY RELIEF**

19. Plaintiffs incorporate by reference paragraphs 1 through 18 above as though fully set forth herein.

20. This is an action brought by Plaintiffs against Association seeking declaratory relief pursuant to Fla. Stat. §86.011, *et seq.*

21. Plaintiffs contend that the Amendments that were voted upon on December 7, 2013 and then certified and recorded by the Association in the Official Records of

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the ability to vote, and therefore their membership interest is not counted towards the total outstanding membership interests authorized to vote on Amendments.

Flagler County did not receive the affirmative vote of two-thirds of the votes of all of the Members of the Association as required by the CCRs and Florida Statutes.

22. Defendant contends that the Amendments were properly passed, then certified and recorded as required by the CCRs and Florida Statutes, because amendments to the CCRs only required the affirmative vote of two-thirds of the Members present in person or by proxy at a meeting of the Members in which a Quorum was met.

23. As a result of the above disputes, Plaintiffs are in doubt and uncertain as to their rights; and Plaintiffs are entitled to have such doubt and uncertainty removed.

WHEREFORE, Plaintiffs respectfully requests that this Court grant the following relief:

- a. Issuance of a Declaratory Judgment as follows: Amendments to the Ocean Hammock Property Owners' Association Declaration of Covenants, Conditions and Restrictions must receive the affirmative vote of two-thirds of all Members of the Association authorized to cast a vote.
- b. Issuance of a Declaratory Judgment as follows: The Amendments to the Association's CCRs voted upon on December 7, 2013 failed because they did not receive two-thirds of the vote of the entire Membership of the Association.
- c. Issuance of an Order striking the Recorded Certificate filed by the Association in the Public Records of Flagler County.
- d. Award Plaintiffs all of their costs and attorney's fees and such other relief as this Court deems just and proper.

**COUNT II**  
**DECLARATORY RELIEF**

24. Plaintiffs Voss incorporate by reference paragraphs 1 through 18 above as if fully set forth herein.

25. This is an action brought by Plaintiffs Voss against Association seeking declaratory relief pursuant to Fla.Stat. §86.011, *et seq.*

26. Plaintiffs Voss contend that as Members of Ocean Hammock at the time of the December 7, 2013 vote, they should be allowed to rent their property on a short term basis contrary to the effect of the Amendment ending their rights to rent their properties at the end of the Sunset period. Plaintiffs did not consent to the Amendments and are entitled to continue to rent their properties short term pursuant to the provisions of §718.110 (13), Fla. Stat.

27. Defendant contends that the Association is not bound by the provisions of §718.110 (13), Fla. Stat. since the statute only applies to condominium associations and not homeowners associations. OHPOA further contends that Voss is bound by the December 7, 2013 vote of Members and cannot rent their properties on a short term basis after the Sunset Period.

28. As a result of the above disputes, Plaintiff is in doubt and uncertain as to its rights; and Plaintiff is entitled to have such doubt and uncertainty removed.

WHEREFORE, Plaintiffs Voss respectfully request that this Court grant the following relief:

- a. Issuance of a Declaratory Judgment as follows: Plaintiffs Voss are entitled to rent their properties in Ocean Hammock notwithstanding the adopted Amendments because they were members before enactment of

the Amendments; and that the prohibition of renting their properties is contrary to the rights granted pursuant to law.

- b. Alternatively, the issuance of a Declaratory Judgment as follows: The Association's allowance of short term rentals for only three years does not give Lot Owners adequate compensation for their reasonable investment backed expectations and Plaintiffs Voss are entitled to rent their properties for a reasonable amortization period of at least fifteen years.
- c. An award of costs, attorney's fees and such other relief as this Court deems just and proper.

RUMRELL, BATE, MCLEOD & BROCK, P.A.



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PROPOSED AMENDMENTS  
TO THE  
AMENDED AND RESTATED MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
OCEAN HAMMOCK

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND  
WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

REFERENDUM #1

Amendment to Article X, "Miscellaneous Covenants", Section 10. of the Amended and Restated Declaration, as follows:

Section 10. ~~Vehicles. Each Owner shall provide for parking of vehicles off streets within the Properties. Except as otherwise specifically provided in this Master Declaration, no parking shall be permitted in or along any of the streets in the Properties.~~ Overnight parking in or along any of the streets in the Properties shall be prohibited, except as otherwise permitted by the Association Board of Directors. There shall be no outside storage or parking upon any portion of the Properties of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Declarant or the Association. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a property subject to this Master Declaration except (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 10 shall be subject to having their vehicles towed, at the owner's expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board. Additional rules and regulations regarding the parking, use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board.

\* \* \* \*

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**REFERENDUM #2**

**Amendment to Article VIII, "Architectural Controls", of the Amended and Restated Declaration, creating Sections 12. and 13., as follows:**

Section 12. Maximum Number of Bedrooms. Except as specifically stated in this Section 12., all Residential Units constructed after the effective date of this amendment shall be limited to a maximum of seven (7) bedrooms. In addition, all Residential Units, whether constructed before or after the effective date of this amendment, may not increase the number of bedrooms within that Residential Unit beyond the number of bedrooms as provided on the initial certificate of occupancy for such Residential Unit. However, any Residential Unit that increased the number of bedrooms beyond the number provided in the initial certificate of occupancy in compliance with any and all applicable laws, codes and ordinances prior to the effective date of this amendment may continue to utilize the additional bedrooms for such purpose, subject to applicable occupancy restrictions as provided in Article X, Section 2., sub-section 2.3 of this Declaration. Notwithstanding anything to the contrary in Article XI of the Declaration, any future amendment to this Section 12 must be approved by two-thirds (2/3rds) of all the Members of the Association.

Section 13. Additional ARB Authority. In addition to any other rights and obligations as provided in this Declaration, the ARB shall have the authority to enforce reasonable minimum and maximum square footage requirements, not inconsistent with any expressly stated minimums or maximums provided in the Declaration, and which may vary among the different Villages within the community. In addition, the ARB may consider, determine, and require the number of garage and driveway spaces necessary for any new Residential Units to be constructed after the effective date of this amendment, subject to the criteria provided in the Planning Criteria, as amended from time to time. Notwithstanding anything to the contrary in Article XI of the Declaration, any future amendment to this Section 13 must be approved by two-thirds (2/3rds) of all the Members of the Association.

**Amendment to Article X, "Miscellaneous Covenants", Section 25. of the Amended and Restated Declaration, as follows:**

Section 25. Garages. No garage shall be converted to living area ~~without prior ARB approval.~~

**Amendment to Article X, "Miscellaneous Covenants", creating Section 34. of the Amended and Restated Declaration, as follows:**

Section 34. Maximum Occupancy. Except as otherwise provided in this Section 34., the maximum occupancy of any Residential Unit shall be two (2) persons per bedroom plus two (2) additional persons per household based on the number of bedrooms as provided in the Residential Unit's Certificate of Occupancy. Notwithstanding the foregoing to the contrary, the maximum occupancy requirements for Residential Units

within the Village known as "Cinnamon Beach at Ocean Hammock, a Condominium", which is governed by the Village Association Cinnamon Beach at Ocean Hammock Condominium Association, Inc., shall be in accordance with the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendments to this Section 34. must be approved by no less than two-thirds (2/3rds) of all of the Members of the Association.

\* \* \* \*

### REFERENDUM #3

Amendment to Article X, "Miscellaneous Covenants", Section 2. of the Amended and Restated Declaration, as follows:

Section 2. Use of Residential Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit as an office by an Owner or other occupant shall not be considered to be a violation of this covenant if such use is lawful and does not create regular customer, client or employee traffic. Lease or rental of a Residential Unit for residential purposes as further provided in this Section shall also not be considered to be a violation of this covenant. In addition, the following restrictions shall apply to Residential Units within the Properties:

2.1 Short-Term Rental of Residential Units. Except as otherwise provided in sub-section 2.2 below, after December 31, 2018 ("Sunset Date"), use of a Residential Unit as a Short Term Rental will be prohibited. Prior to the Sunset Date, all Residential Units, whether existing or newly acquired on or after the effective date of this amendment, may be used as a Short Term Rental, subject to rules and regulations as adopted by the Board of Directors from time to time. After the Sunset Date, a Residential Unit may be rented for less than thirty (30) days up to three (3) times within a calendar year, and thereafter any additional rentals within that Residential Unit, including sub-leases, must be for thirty (30) days or more within the same calendar year. The term "Short Term Rental" shall mean the renting of a Residential Unit, including subleases, more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or a Residential Unit which is advertised or held out to the public as a place regularly rented to guests for such transient periods of time.

#### 2.2 Cinnamon Beach Communities; Short-Term Rentals.

2.2.1 Homes in Cinnamon Beach at Ocean Hammock. Notwithstanding anything in this Declaration to the contrary, the Residential Units within the Village known as "Cinnamon Beach at Ocean Hammock, a Seaside Village", which is governed by the Village Association Cinnamon Beach at Ocean Hammock Homeowners Association, Inc., may operate as Short Term Rentals indefinitely, whether before or after the Sunset Date, except as otherwise

regulated or prohibited pursuant to the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendment to this sub-section 2.2.1 regarding Short Term Rentals within the Cinnamon Beach at Ocean Hammock, a Seaside Village, must be approved by two-thirds (2/3rds) of the entire membership of Cinnamon Beach at Ocean Hammock Homeowners Association, Inc., without further approval of the Members of the Association.

2.2.2 Condominiums in Cinnamon Beach at Ocean Hammock. Notwithstanding anything herein to the contrary, the Residential Units within the Village known as "Cinnamon Beach at Ocean Hammock, a Condominium", which is governed by the Village Association Cinnamon Beach at Ocean Hammock Condominium Association, Inc., may operate as Short Term Rentals indefinitely, whether before or after the Sunset Date, except as otherwise regulated or prohibited pursuant to the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendment to this sub-section 2.2.2 regarding Short Term Rentals within Cinnamon Beach at Ocean Hammock, a Condominium, must be approved by two-thirds (2/3rds) of the entire membership of Cinnamon Beach at Ocean Hammock Condominium Association, Inc., without further approval of the Members of the Association.

2.3 Compliance with Applicable Laws. At all times in which any Residential Unit being used as a Short Term Rental, the Residential Unit must comply with all applicable Federal, State and local zoning and fire safety requirements, and applicable building codes, including any applicable requirements for public accommodations under the Federal Americans with Disabilities Act ("ADA"), all as amended from time to time. In addition, any Residential Unit used as a Short Term Rental must cooperate with applicable State, County and/or municipal agencies and allow reasonable access to the Residential Unit to inspectors from such agencies on an annual basis, or more frequently as required by law.

2.4 Association Regulation of Rentals; Additional Rules and Regulations. The Association Board of Directors may adopt, amend and repeal additional rules and regulations concerning long term rentals and Short Term Rentals not inconsistent with this Declaration, including but not limited to requiring rental registration with the Association, requiring copies of rental agreements to be provided to the Association, and requiring prior notice to the Association of an Owner's intent to rent his or her Residential Unit.

2.5 Amendments under this Section. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendments to sub-sections 2.1, 2.3 and 2.4 of this Section 2 must be approved by no less than two-thirds (2/3rds) of all of the Members of the Association. Future amendments to Article X, Section 2., sub-section 2.2 of this Declaration will be as provided in that sub-section.

**LIMITED PROXY**

The undersigned, owner(s) or designated voter of the property located at \_\_\_\_\_, as a member or designated voter in Ocean Hammock Property Owners Association, Inc., appoints (Check one)

- \_\_\_ a) Douglas Hager, Secretary of the Association, on behalf of the Board of Directors, or
- \_\_\_ b) \_\_\_\_\_ (If you check b, write in the name of your proxy), as my proxyholder\*

to attend the special meeting of the members of *Ocean Hammock Property Owners Association, Inc., to be held Thursday, November 21, 2013, at 10:00 A.M., in The Surf Room at the Club at Hammock Beach, 200 Ocean Crest Drive, Palm Coast, FL 32137.* The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

GENERAL POWERS I authorize and instruct my proxyholder to use his or her best judgment on any and all non-substantive, administrative matters that arise during the meeting, such as voting to adjourn the members' meeting and/or voting to reconvene the meeting at a date, time and place in the future.

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

REFERENDUM #1

Do you approve of the Amendment to Article X, Section 10 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ocean Hammock (regarding overnight parking on the streets), as presented by the Board of Directors?

\_\_\_\_\_ YES \_\_\_\_\_ NO

REFERENDUM #2

Do you approve of the Amendments to Article VIII of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ocean Hammock, creating Sections 12. (regarding maximum number of bedrooms) and 13. (regarding additional ARB authority), the Amendment to Article X, Section 25, of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ocean Hammock (regarding garages), and the Amendment to Article X, creating a new Section 34. of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ocean Hammock (regarding maximum occupancy), as presented by the Board of Directors?

\_\_\_\_\_ YES \_\_\_\_\_ NO

REFERENDUM #3

Do you approve of the Amendments to Article X, Section 2. of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ocean Hammock (regarding rentals, etc.), as presented by the Board of Directors?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

THE BOARD OF DIRECTORS RECOMMENDS VOTING "YES" FOR EACH OF THE ABOVE

Dated: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

\*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, shall be deemed an appointment of the Secretary of the Association as your proxyholder.

DO NOT COMPLETE THIS SECTION BELOW. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.

**SUBSTITUTION OF PROXY**

The undersigned, appointed as proxy above, designates \_\_\_\_\_ to substitute for me in the proxy set forth above.

Dated: \_\_\_\_\_, 2013.

\_\_\_\_\_  
PROXYHOLDER

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE SPECIAL MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL SPECIAL MEETING FOR WHICH IT WAS GIVEN.

LIMITED PROXY - PAGE 2 OF 2

ACTIVE: 5082934\_4

**RETURN LIMITED PROXY VIA MAIL:**  
OHPOA C/O MAY Management Services, Inc.  
1 Hammock Beach Parkway, Suite 102  
Palm Coast, FL 32137  
**FAX: 386-246-4071/E-MAIL: ndespiau@mayresort.com**

This instrument was prepared by  
Lance Clouse, Esquire,  
BECKER & POLIAKOFF, P.A.  
401 SE Osceola Street, First Floor  
Stuart, FL 34994

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
OCEAN HAMMOCK**

WHEREAS, that certain Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock ("Original Master Declaration") was recorded at O.R. Book 580, Page 2 *et seq.* in the Public Records of Flagler County, Florida;

WHEREAS, on June 28, 2001, the Original Declaration was amended by the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock ("Amended and Restated Master Declaration"), which was recorded at O.R. Book 753, Page 1118 *et seq.* in the Public Records of Flagler County, Florida;

WHEREAS, the Association held a membership meeting on December 7, 2013, to, among other things, vote on proposed amendments to the Amended and Restated Master Declaration;

WHEREAS, notice of said membership meeting was given to the members as set forth in Article XI, Section 1. of the Amended and Restated Master Declaration;

WHEREFORE, WE HEREBY CERTIFY THAT the attached amendments to the Amended and Restated Master Declaration were duly adopted in the manner provided in the governing documents at the annual meeting of the membership held on December 7, 2013.

**[SIGNATURES ON NEXT PAGE]**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, we have affixed our hands this 12<sup>th</sup> day of December, 2013, in Palm Coast, Flagler County, Florida.

**WITNESSES:**

**OCEAN HAMMOCK PROPERTY OWNERS ASSOCIATION, INC.**

*Christine Abdalla*  
Print Name: CHRISTINE ABDALLA

By: *Paul Pershes*  
Paul Pershes, President

*Elizabeth McGee*  
Print Name: Elizabeth McGee

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2013, by Paul Pershes, as President of Ocean Hammock Property Owners Association, Inc., a Florida not-for-profit corporation.

Personally Known \_\_\_\_\_ - OR -  
Produced Identification X

NOTARY PUBLIC, STATE OF FLORIDA

FLDL P622683432110  
Type of Identification

*Lori Gottlieb*  
Print Name: LORI GOTTLIEB  
My Commission Expires: 8-25-16



ACTIVE: 5297912\_1



AMENDMENTS  
TO THE  
AMENDED AND RESTATED MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
OCEAN HAMMOCK

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

**1. Amendment to Article VIII, "Architectural Controls", of the Amended and Restated Declaration, creating Sections 12. and 13., as follows:**

Section 12. Maximum Number of Bedrooms. Except as specifically stated in this Section 12., all Residential Units that obtain ARB final plan approval after the effective date of this amendment shall be limited to a maximum of six (6) bedrooms. In addition, all Residential Units, whether having obtained ARB final plan approval before or after the effective date of this amendment, may not increase the number of bedrooms within that Residential Unit beyond the number of bedrooms as originally constructed in accordance with ARB final plan approval and consistent with the number of bedrooms stated in the Residential Unit's originally approved Flagler County Building Permit Application. However, any Residential Unit that increased the number of bedrooms prior to the effective date of this amendment beyond the number as originally constructed in accordance with ARB final plan approval and original Flagler County Building Permit Application, and is otherwise in compliance with any and all applicable laws, codes and ordinances concerning the additional bedroom(s), may continue to utilize the additional bedrooms for such purpose. Notwithstanding anything to the contrary in Article XI of the Declaration, any future amendment to this Section 12 must be approved by two-thirds (2/3rds) of all the Members of the Association.

Section 13. Additional ARB Authority. In addition to any other rights and obligations as provided in this Declaration, the ARB shall have the authority to enforce reasonable minimum and maximum square footage requirements, not inconsistent with any expressly stated minimums or maximums provided in the Declaration, and which may vary among the different Villages within the community. In addition, the ARB may consider, determine, and require the number of garage and driveway spaces necessary for any new Residential Units to be constructed after the effective date of this amendment, subject to the criteria provided in the Planning Criteria, as amended from time to time. Notwithstanding anything to the contrary in Article XI of the Declaration, any future amendment to this Section 13 must be approved by two-thirds (2/3rds) of all the Members of the Association.

**2. Amendment to Article X, "Miscellaneous Covenants", Section 2. of the Amended and Restated Declaration, as follows:**

Section 2. Use of Residential Units. Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit as an office by an Owner or other occupant shall not be considered to be a violation of this covenant if such use is lawful and does not create regular customer, client or employee traffic. Lease or rental of a Residential Unit for residential purposes as further provided in this Section shall also not be considered to be a violation of this covenant. In addition, the following restrictions shall apply to Residential Units within the Properties:

2.1 Short-Term Rental of Residential Units. Except as otherwise provided in sub-section 2.2 below, after December 31, 2016 ("Sunset Date"), use of a Residential Unit as a Short Term Rental will be prohibited. Prior to the Sunset Date, all Residential Units, whether existing or newly acquired on or after the effective date of this amendment, may be used as a Short Term Rental, subject to rules and regulations as adopted by the Board of Directors from time to time. After the Sunset Date, a Residential Unit may be rented for less than thirty (30) days up to three (3) times within a calendar year, and thereafter any additional rentals within that Residential Unit, including sub-leases, must be for thirty (30) days or more within the same calendar year. The term "Short Term Rental" shall mean the renting of a Residential Unit, including subleases, more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or a Residential Unit which is advertised or held out to the public as a place regularly rented to guests for such transient periods of time.

2.2 Cinnamon Beach Communities; Short-Term Rentals.

2.2.1 Homes in Cinnamon Beach at Ocean Hammock. Notwithstanding anything in this Declaration to the contrary, the Residential Units within the Village known as "Cinnamon Beach at Ocean Hammock, a Seaside Village", which is governed by the Village Association Cinnamon Beach at Ocean Hammock Homeowners Association, Inc., may operate as Short Term Rentals indefinitely, whether before or after the Sunset Date, except as otherwise regulated or prohibited pursuant to the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendment to this sub-section 2.2.1 regarding Short Term Rentals within the Cinnamon Beach at Ocean Hammock, a Seaside Village, must be approved by two-thirds (2/3rds) of the entire membership of Cinnamon Beach at Ocean Hammock Homeowners Association, Inc., without further approval of the Members of the Association.

2.2.2 Condominiums in Cinnamon Beach at Ocean Hammock. Notwithstanding anything herein to the contrary, the Residential Units within the

Village known as "Cinnamon Beach at Ocean Hammock, a Condominium", which is governed by the Village Association known as Cinnamon Beach at Ocean Hammock Condominium Association, Inc., may operate as Short Term Rentals indefinitely, whether before or after the Sunset Date, except as otherwise regulated or prohibited pursuant to the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendment to this sub-section 2.2.2 regarding Short Term Rentals within Cinnamon Beach at Ocean Hammock, a Condominium, must be approved by two-thirds (2/3rds) of the entire membership of Cinnamon Beach at Ocean Hammock Condominium Association, Inc., without further approval of the Members of the Association.

2.3 Association Regulation of Rentals: Additional Rules and Regulations. The Association Board of Directors may adopt, amend and repeal additional rules and regulations concerning long term rentals and Short Term Rentals not inconsistent with this Declaration, including but not limited to requiring rental registration with the Association, requiring copies of rental agreements to be provided to the Association, and requiring prior notice to the Association of an Owner's intent to rent his or her Residential Unit.

2.4 Amendments under this Section. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendments to sub-sections 2.1 and 2.3 of this Section 2 must be approved by no less than two-thirds (2/3rds) of all of the Members of the Association. Future amendments to Article X, Section 2., sub-section 2.2 of this Declaration will be as provided in that sub-section.

**3. Amendment to Article X, "Miscellaneous Covenants", Section 10. of the Amended and Restated Declaration, as follows:**

~~Section 10. Vehicles. Each Owner shall provide for parking of vehicles off streets within the Properties. Except as otherwise specifically provided in this Master Declaration, no parking shall be permitted in or along any of the streets in the Properties. Overnight parking in or along any of the streets in the Properties shall be prohibited, except as otherwise permitted by the Association Board of Directors. There shall be no outside storage or parking upon any portion of the Properties of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Declarant or the Association. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a property subject to this Master Declaration except (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 10 shall be subject to having their vehicles towed, at the owner's~~

expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board. Additional rules and regulations regarding the parking, use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board.

**4. Amendment to Article X, "Miscellaneous Covenants", Section 25. of the Amended and Restated Declaration, as follows:**

Section 25. Garages. No garage shall be converted to living area ~~without prior ARB approval.~~

**5. Amendment to Article X, "Miscellaneous Covenants", creating Section 34. of the Amended and Restated Declaration, as follows:**

Section 34. Maximum Overnight Occupancy. Except as otherwise provided in this Section 34., the maximum overnight occupancy of any Residential Unit shall be two (2) persons per bedroom plus two (2) additional persons per household based on the number of bedrooms as originally constructed in accordance with original ARB final plan approval and consistent with the number of bedrooms provided in the Residential Unit's originally approved Flagler County Building Permit Application. However, when an Owner, that is a natural person or persons, is present and physically occupying a Residential Unit, said Owner(s) may reasonably exceed the maximum overnight occupancy limitations stated herein upon prior notice to the Association Board; provided, however, that the overnight occupants are related to the Owner by blood, marriage and/or adoption. This Section 34 is not intended to prohibit or restrict an Owner or tenant from hosting a party during reasonable hours with visitors and guests, who are not overnight occupants, in excess of the overnight occupancy restrictions; provided, however, such parties are subject to any and all applicable use restrictions in this Declaration and rules and regulations of the Association. Notwithstanding the foregoing to the contrary, any and all maximum occupancy requirements for Residential Units within the Village known as "Cinnamon Beach at Ocean Hammock, a Condominium", which is governed by the Village Association known as Cinnamon Beach at Ocean Hammock Condominium Association, Inc., shall be in accordance with the governing documents of said Village and said Village Association, as may be amended from time to time. Notwithstanding anything to the contrary in Article XI of this Declaration, any future amendments to this Section 34. must be approved by no less than two-thirds (2/3rds) of all of the Members of the Association. In addition, any future amendments to this Section 34 directly affecting the Village known as "Cinnamon Beach at Ocean Hammock, a Condominium" must also be approved by two-thirds (2/3rds) of the entire membership of Cinnamon Beach at Ocean Hammock Condominium Association, Inc.