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Prepared by and return to:
Fuentes and Kreischer, P.A.
1407 W. Busch Blvd.
Tampa, Florida 33612

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
HAMMOCK ESTATES**

THIS DECLARATION, made this 17th day of December, 2012, by **ADOBE HOMES, INC.**, a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Hillsborough County, Florida which is known as Hammock Estates, more particularly described as follows:

(a.) For a point of reference, commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 27 South, Range 17 East, Hillsborough County, Florida; thence North 88°53'05" West, along the South boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 40.00 feet to the Westerly Right-of-Way line of Michigan Avenue; thence continue North 88°53'05" West along the South boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 200.00 feet for the Point of Beginning; thence continue North 88°53'05" West along the South boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance 767.94 feet to the Southwest corner of the East three-quarters of the Northwest 1/4 of the Southwest 1/4 of said Section 2; thence North 00°23'37" East along the West boundary of the East three-quarters of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 1,321.99 feet to the Northwest corner of the East three-quarters of the Northwest 1/4 of the Southwest 1/4 of said Section 2; thence North 89°30'02" East along the North boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 590.21 feet; thence South a distance of 472.28 feet; thence North 89°23'30" East, a distance of 14.06 feet; thence South 16°31'59" East, a distance of 122.98 feet; thence North 89°23'30" East, a distance of 120.00 feet; thence South 84.07 feet; thence South 89°56'33" West, a distance of 95.31 feet; thence South 19°17'26" East, a distance of 121.15 feet; thence North 89°59'12" East, a distance of 55.37 feet; thence South a distance of 555.4 feet to the Point of Beginning.

(b.) The North 70 feet of the South 560 feet of the East 240 feet of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 27 South, Range 17 East, Hillsborough County, Florida, less the East 40 feet thereof for road purposes.

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(c.) The North 70 feet of the South 490 feet of the East 240 feet of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 27 South, Range 17 East, Hillsborough County, Florida, less the East 40 feet thereof for road purposes.

(d.) (Also known as Tract "B") For a point of reference, commence at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 27 South, Range 17 East, Hillsborough County, Florida; thence North (Assumed Bearing) along the East boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 745.37 feet; thence South 88°18'37" West, a distance of 40.00 feet to the Westerly Right-of-Way line of Michigan Avenue; thence South along the Westerly Right-of-Way line of Michigan Avenue a distance of 69.86 feet to the Southeast corner of the Judith K. Walters' property as recorded in Official Record Book 3831, Page 1270, of the public records of Hillsborough County, Florida for a Point of Beginning; thence South 89°56'33" West along the South Boundary of said Judith K. Walters' property, a distance of 200.0 feet; thence North a distance of 14.38 feet; thence North 89°32'19" East, a distance of 200.0 feet to the Westerly Right-of-Way line of Michigan Avenue; thence South along the Westerly Right-of-Way line of Michigan Avenue a distance of 15.79 feet to the Point of Beginning.

hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which Declaration of Covenants, Conditions, and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above, their respective heirs, successors and assigns, as their respective interests may appear.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Architectural Committee" shall mean and refer to the body also known as the Hammock Estates Architectural Committee (Architectural Committee).

Section 2. "Association" shall mean and refer to Hammock Estates Homeowners Association of Hillsborough County, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 3. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of which are appended hereto as **Exhibits "A" and "B"**.

Section 4. "Hammock Estates Subdivision" shall mean and refer to all existing properties and additions thereto which are subject to this Declaration.

Section 5. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and

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Association Documents.

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Section 6. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall consist of the Common Area and Landscape Easements shown on the Plat, and shall include any Surface Water Management System Facilities.

Section 7. "Declarant" shall mean and refer to Adobe Homes, Inc., a Florida corporation, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 9. "Design Guidelines" shall mean those guidelines published by the Architectural Committee and may be amended by the Architectural Committee from time to time.

Section 10. "District" shall mean the Southwest Florida Water Management District.

Section 11. " Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 12. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 13. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 14. "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.

Section 15. "Member" shall mean a Member of the Association as set forth in Article III.

Section 16. "Mortgage" shall mean a lien, encumbrance or any such other instrument, which encumbers a Lot so as to secure the payment of a debt or secure performance of any other obligation.

Section 17. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the

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Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner.

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Section 18. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 19. "Property" shall mean all of the real property described herein.

Section 20. "Recorded" shall mean filed for record in the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

Section 21. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 22. "Subdivision" shall mean all Property within the areas shown of the Plat of Hammock Estates.

Section 23. "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 24. "SWFWMD" shall mean Southwest Florida Water Management District.

Section 25. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II
COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easement shown as Common Area on the Plat of Hammock Estates, as recorded in the public records of Hillsborough County, Florida.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

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(a) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Homeowners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(b) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(c) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(d) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

Section 3. Responsibilities of the Association and Release of Liability.

(a) The Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on the Common Area designated on the plat, located on land that is owned by the Association, or located on land that is subject to an easement in favor of the Association and its successors, in accordance with the terms and conditions of the Environmental Resource Permit.

(b) Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements or The Work, shall be maintained by the Association in the same condition and appearance as constructed or created. As shown on the Plat or separate easement deed, the Association will be granted easements for access to the walls, fences and landscaping for maintenance purposes. The Association shall establish reserves for the replacement of the subdivision improvements.

(c) By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates, if any, will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Owner further acknowledges and

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agrees that said gates, if any, do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the Declarant and the Association have no control over said gates and Owner hereby releases Declarant from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property, because any gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access.

Section 4. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Members elect to rebuild.

Section 5. Common Area and Blanket Easements.

(a) Declarant hereby conveys to the Association a blanket easement over all of the Property for use and maintenance of all utilities and drainage as originally constructed by the Declarant, for the service of any dwellings, together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include water, sewer, electric, cable, telephone, natural gas, and storm water. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

(b) Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

(c) Declarant hereby grants to all providers of public utility services, including but not limited to electric, telephone, cable, and street lights a utility easement for utility purposes and access over and across those areas depicted as easements upon the plat.

(d) Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas, for the purposes of ingress and egress to any area of the Property.

Section 6. Maintenance. The Association shall maintain and keep in good repair the Common Area and for this purpose may levy the assessment described hereinafter. The right of way

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in the Subdivision shall be deemed private, with gated entry. The right of way shall be conveyed to the Association as private right of way. The costs of maintenance and repair of the right of way within the subdivision shall be the responsibility of the Association. The Association shall keep the Common Areas as originally improved by the Developer or as modified with the consent of the Architectural Committee and shall keep all common facilities in good repair, in a safe, attractive and orderly condition.

(a) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required maintenance or repairs to the Owner of any Lot under the following circumstances: (i) any Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot; or (ii) any Owner does not when reasonably necessary maintain, replace or repair any Dwelling or Structure situated upon a Lot.; or (iii) any Owner fails to promptly repair or replace, as the case may be, any casualty damage to any dwelling or structure situated upon a Lot; or, (iv) any Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

Section 8. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

(a) The Lot Owners shall not remove native vegetation (including cattails) that becomes established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

(b) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

(c) No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

(d) The Association shall maintain, as part of the common elements, any Surface Water Management System Facilities for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any District permit for the Properties (now known as Hammock Estates). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas. Operation, maintenance

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and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(e) The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface Water Management System Facilities.

(f) Any amendment of this Declaration affecting the surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

ARTICLE III
HAMMOCK ESTATES HOMEOWNERS ASSOCIATION
OF HILLSBOROUGH COUNTY, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

- (a) Two hundred and twenty days after the last Lot is conveyed to an Owner;.
- (b) On January 1, 2020; or,

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(c) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services. The Association has the power to and shall operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners' Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Homeowners' Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

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Section 9. Powers and Authority. The Association shall have all of the powers and authority set forth in section 617.0302, Florida statutes, including the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners' Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners' Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall indemnify every officer, director and Owner serving upon the Architectural Committee and all other Committee Members, against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director or Committee Members, at the time such expenses are incurred. The officers, directors and Committee Members shall not be liable for any mistake of judgment, negligence, or otherwise, except for his own individual willful misconduct or willful nonfeasance. The officers, directors, and Committee Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and Committee Members may also be Owners of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or Committee Member, or former officer, director, or Committee Member may be entitled. The Association shall as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 11. Cable Television System. The Association may contract with a franchised cable television operator to provide cable television service in bulk to all of Hammock Estates. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 12. Termination of Association. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

**ARTICLE IV
ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to

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covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," (iv) assessments for property taxes on Common Area, and (v) assessments for the operation, maintenance and replacement of the Surface Water Management System Facilities, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of any entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and water management system, operating and maintaining the private roads and entry gates and those other responsibilities as outlined herein, (iii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and

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voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, up to six (6) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. This shall also include payment for water or sewer utility services as provided in Section 18 below. Specific Assessments shall also include water and sewer charges pursuant to Section 18 hereof.

Section 7. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 15 days nor more than 40 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 8. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected as determined by the Association but in no event more frequent than quarter annually, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected

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from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration.

Section 9. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 10. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a lot to a Class A member.

Section 11. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 12. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 13. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 14. Liability of First Mortgages. The liability of the holder of a first mortgage, or its successors or assigns, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due prior to the first mortgagee's acquisition of title is limited to the lesser of:

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

(b) 1% of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee 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 that was known to or reasonably discoverable by the mortgagee.

Section 15. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 16. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Hillsborough County.

Section 17. Utility Assessments. The Association may choose to have the subdivision metered for water and wastewater utilities as a whole, and either individually meter individual residences for water or wastewater usage or divide the master charges pro rata among the number of Lots. If so, the Association shall bill each Owner monthly for such services, which shall be a specific assessment as provided above. The assessment for water and wastewater charges shall include an amount for the cost of billing and for the costs of meter reading. In addition to the other remedies specified in this Article, after ten days notice, the Association may physically terminate water service for failure of the Owner to timely pay such assessment.

ARTICLE V
ARCHITECTURAL COMMITTEE

Section 1. Establishment of Architectural Control Committee. In order to maintain the physical appearance and image of the neighborhood as a quality residential development, an Architectural Control Committee (the "Architectural Committee") is hereby established. The Committee shall be empowered to adopt and promulgate from time to time minimum rules, guidelines and/or standards for architectural control, architectural design and Maintenance of the physical appearance of the entire neighborhood. Prior to undertaking any construction, improvements, landscaping, development activities, alterations or modifications of or to a Home, or upon a Lot, the Owner must first obtain written approval from the Architectural Committee.

Section 2. Members of Committee. The Architectural Committee shall consist of three (3) individuals. Each member of the Architectural Committee shall be appointed by Declarant and shall hold office until such time as such member has resigned or has been removed and Declarant has appointed a successor. The membership may include any persons that the Declarant may deem sufficiently qualified to render an opinion as to architectural control, architectural design and/or minimum standards. Members of the Architectural Committee need not be Members of the

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Association or members of the Board. The Declarant's right to appoint the members of the Architectural Committee shall cede to the Board upon the earlier of: (a) one (1) year after the last Lot within the Neighborhood (including any lands annexed into the Neighborhood) has been sold and conveyed by the Declarant; or, (b) at any time prior to that date at the election of Declarant (which election shall be evidenced by a written instrument signed by the Declarant).

Section 3. Review of Proposed Construction. No Home, building, dock, play fort, play equipment, pool, equipment, antenna, court, slab, driveway, mailbox, roof, exterior door, window, exterior lighting, satellite dish, screen enclosure, exterior wall, fence, landscaping, sign or any other exterior structure or improvement whatsoever, or any part thereof, shall be commenced, constructed, changed, painted, made, erected, altered, installed, placed, created, modified, renovated or maintained, nor shall any exterior surfaces be repainted or changed in color, nor shall any exterior addition or change or alteration be made to the exterior of any Home, building, structure or improvement on any Lot, nor shall there be any addition to, or material modification of, the landscaping on any Lot, unless and until plans and specifications, reasonably Architectural Committee acceptable to the Architectural Committee, showing the nature, kind, shape, height, colors, dimensions, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee, as to harmony of external design and color and location in relation to surrounding structures and topography, as determined in the sole discretion of the Architectural Committee. A builder may submit plans and specifications for landscaping a new home separate from, and subsequent to, the plans and specifications for construction of a new home, but in no event shall the landscaping plans and specifications be submitted to the Architectural Committee later than forty (40) days prior to any landscaping work on any Lot.

The Architectural Committee may issue or adopt rules or guidelines setting forth procedures for the submissions of plans and specifications for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitations, floor plans, site plans, surveys, drainage plans, elevations, drawings and descriptions or samples of exterior materials and colors.

For new construction, the plans and specifications required shall be, at a minimum, the following: plot plan, floor plans, exterior elevations, building section(s), final exterior elevations, exterior material specifications: size, material and color chips, roofs: structure, materials, product photos, color samples, fascia and trim: section details, materials, color chips, exterior doors and garage doors: specifications, materials, color chips, patios, decks, balconies, porches: specifications, materials, color chips, fences/walls: structure, materials, color chips, screen enclosures: structure, materials, colors, mechanical equipment: locations, screening details, exterior lighting details: location, color, wattage, specifications, driveways: materials, finish, color chips, final landscape plan, final irrigation plan, pools: location, setback, size, design, height, decking, decking color, equipment size and location, and mailbox location.

The Architectural Committee shall approve any such plans and specifications only if it deems that the construction, alterations, modifications, renovations, improvements or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Neighborhood (including any lands annexed therein), that the appearance of any such Home, building, dock, play fort, play equipment, pool, equipment, antenna, court, slab, driveway, mailbox, roof, exterior door, window, exterior lighting, satellite dish, screen enclosure, exterior wall, fence, landscaping, sign or any other exterior structure or improvement whatsoever, will be in harmony with the surrounding Homes, buildings, docks, play forts, play equipment, pools, equipment, antennas, courts, slabs, driveway, mailbox, roof, exterior door, window, landscaping, exterior lighting, satellite dishes, screen enclosures, exterior walls, fences, signs or any other exterior structures or improvements whatsoever, and complies with this Declaration, the Articles and Bylaws, the Rules

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and Regulations, and any guidelines, rules and/or regulations adopted by the Architectural Committee, which may be amended from time to time. The Architectural Committee is given plenary authority and discretion to review, evaluate and Architectural Committee accept or reject any such plans and specifications, including, without limitation, on the basis of aesthetics.

In the event any improvement, construction, building, Home, pool, painting, landscaping, structure, change, installation, modification, renovation, equipment, antenna, court, slab, driveway, mailbox, roof, exterior door, window, landscaping, exterior lighting, satellite dish, screen enclosure, exterior wall, fence, sign or any other exterior structure or improvement whatsoever is commenced, erected and/or completed prior to submission of Architectural Committee acceptable plans and specifications, or in the event plans and specifications are submitted to the Architectural Committee by the Association and any improvement, construction, building, Home, pool, painting, landscaping, structure, change, installation, modification, renovation, equipment, antenna, court, slab, driveway, mailbox, roof exterior door, window, landscaping, exterior lighting, satellite dish, screen enclosure, exterior wall, fence, sign or any other exterior structure or improvement whatsoever proceeds without the prior approval of the Architectural Committee, or in the event any improvement, construction, building, Home, pool, painting, landscaping, structure, change, installation, modification, renovation, equipment, antenna, court, slab, driveway, mailbox, roof, exterior door, window, landscaping, exterior lighting, satellite dish, screen enclosure, exterior wall, fence, sign or any other exterior structure or improvement whatsoever deviates from the plans and specifications approved in writing by the Architectural Committee, then in any of the foregoing events, the Architectural Committee shall have the right but not the duty to take such action as is set forth in Section 6 hereof and any other remedies as may be prescribed by law or allowed by this Declaration.

The construction of all improvements to or on any Lot must be in full compliance with all applicable Laws, and it is the Owner's obligation to make sure such construction is in compliance therewith. It shall also be the responsibility of each Owner at the time of construction of a Home or other structure to comply with any plans for the surface water management system on file with the Southwest Florida Water Management District (SWFWMD).

If the Architectural Committee does not approve or disapprove of plans and specifications within thirty days after receipt by the Architectural Committee of full and complete plans and specifications (including all required plans, specifications, attachments, submittals and other information requested or required by the Architectural Committee), such plans and specifications shall be deemed approved. In all other events, approval must be in writing. The approval or disapproval of any plans and specifications shall be in writing, shall be mailed or delivered to the Owner/builder/applicant submitting such plans and specifications, and shall be effective when the action approving or disapproving the plans and specifications is taken by the Architectural Committee (not when notice thereof is received by the Owner/builder/applicant). The Architectural Committee may condition its approval of plans and specifications on such changes therein as it deems necessary or appropriate. Additionally, the Architectural Committee may require submission of additional plans and specifications or other information prior to approving or disapproving plans and specifications. The one (1) month time period for review of any plans and specifications by the Architectural Committee shall be deemed postponed until all required plans, specifications, materials, attachments, submittals and other information requested or required by the Architectural Committee have been received by the Architectural Committee, the required fee for the review has been received by the Architectural Committee and has cleared the bank (if paid by check), and any inspections requested by the Architectural Committee have been allowed by the Owner/applicant/builder and completed. In the event of a postponement, the one (1) month period for review shall be extended to the later of: (a) the expiration of the original one (1) month period; or (b) fifteen (15) days after the expiration of the postponement.

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This section shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Area by or on behalf of the Association, and Architectural Committee approval shall not be required for construction, improvements, replacements or repairs by the Declarant.

The Board may establish reasonable fees to be charged by the Architectural Committee on behalf of the Association for review of plans and specifications hereunder and may require such fees to be paid in full prior to review. Such fees shall not exceed \$250.00 for plans and specifications submitted within the first three (3) years after this Declaration has been recorded.

Section 4. Maintenance and Repair Obligations. In the event that any improvement (including without limitation any Home) structure, landscaping, exterior color or finishes, pool, fence, or any exterior structure on any Lot falls into disrepair, or is not Maintained, so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violates this Declaration or any Rules and Regulations or any Neighborhood Standard, the Architectural Committee has the right, but not the duty, to take such action as is set forth in Section 6 hereof and any other remedies prescribed by law or allowed by this Declaration. The obligations to Maintain shall include but not be limited to exterior paint, color and trim on any building, improvement, Home or structure, landscaping, paving, trash removal and repair of exterior surfaces. The construction, repair and replacement of sidewalks shall be the responsibility of each individual Lot Owner adjoining the sidewalk. In addition, each Owner of Lot shall be responsible for the Maintenance of the Common Area between the Owner's Lot and the Common Streets, including any landscaping and grass thereon.

Section 5. Inspections. The Architectural Committee shall have the right to inspect, from time to time during reasonable hours (unless of an emergency), any Lot in order to determine whether the Maintenance of same meets with minimum standards and Neighborhood Standards, and that any improvements or structures being constructed, and/or constructed thereon, meet with required architectural standards and Neighborhood Standards, conform to the approvals issued by the Architectural Committee, and comply with this Declaration and any Rules and Regulations and guidelines. Notwithstanding the foregoing, any inspections of any Lot owned by a licensed residential builder may only be made during normal business hours, after reasonable notice to the builder, except in an emergency.

Section 6. Remedies in the Event of Non-Compliance. If the Architectural Committee shall find that any improvements or structures constructed thereon do not meet with required architectural standards and Neighborhood Standards, or fail to conform to the approvals issued by the Architectural Committee, and or fail to comply with this Declaration and any Rules and Regulations, the Architectural Committee shall issue a report to the Board particularizing the deficiencies. The Board shall promptly notify the Lot Owner of the deficiencies and the Owner shall commence with the repair, Maintenance or restoration within 30 days of said notice and diligently pursue completion of same in an expeditious manner. In addition to any other rights and remedies the Board may have for any violation or failure to comply with the terms of this section or any such notice, the Board may levy and assess a fine against such Lot and all Owners of such Lot, which fine shall be considered a Specific Assessment and may be collected via a lien and foreclosure. The amount of any such fine shall be subject to any applicable Law governing the amount of such fine. In addition, each Owner does hereby authorize and vest in the Board the following power should the Owner fail or refuse to commence and complete the repair, Maintenance or restoration work required by the report of the Architectural Committee as and when required:

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Section 7. The Board may let out for bid the work required by the report of the Architectural Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Lot for the purpose of performing the specified work, in which case Board shall be acting as the agent for the Owner, and the entrance upon the Lot shall be a lawful entry and shall not be deemed a trespass. The Board shall have the right to pay the contractors or subcontractors performing the work and the Board is authorized in the name of the Association to record a lien against the Lot of the Owner in the public records of the County, in the amount of the costs of said work that the Board has expended, which lien shall be deemed a lien against the Lot for which the work was performed and which shall remain in effect until such time as it is satisfied of record by the payment to the Association of the monies expended by it together with interest at the rate of 18% per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of Declarant. Each Owner gives and grants unto the Board the power to foreclose its lien in the event that it remains unpaid.

Section 8. Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, the Board may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to the Association, the Board shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, the Board shall render to the Owner a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and may be foreclosed,; provided, however, such lien shall be released upon payment of the indebtedness.

The report of the Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by the Board shall be conclusive as to price.

Section 9. Amendment of Architectural Provisions. Until the earlier of: (a) one (1) year after the last Lot within the Neighborhood (including any lands annexed into the Neighborhood) has been sold and conveyed by the Declarant, unless, within that one (1) year period, additional lands are annexed into the Neighborhood and subdivided into one or more lots (in which event, the existing one (1) year period shall cease running, and a new one (1) year period shall begin to run from the sale and conveyance of the last Lot in the last lands annexed into the Neighborhood); or (b) at any time prior to that date at the election of Declarant (which election shall be evidenced by a written instrument signed by the Declarant), no amendment to the provisions of this Article 7 or to any other provision of this Declaration pertaining to architectural standards and approvals shall be deemed effective without the prior written consent of Declarant, which approval shall be required to be recorded in the public records of the County in conjunction with the recordings of the amendment instrument.

Section 10. Professional Advisors. The Committee may, on any one or more occasions, hire or employ one or more architects, land planners or other professionals to advise the Committee. At the discretion of the Committee, the advisor may be paid a reasonable fee derived from application fees or payable by the Association from an Assessment.

Section 11. Variance. The Board may approve minor variances from compliance with this Declaration, any Rules and Regulations, any Neighborhood Standard and any guidelines

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and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. In addition, the Board may approve minor variances of, or encroachments into, any platted easements, any easements established in this Declaration, and/or any setbacks provided for in this Declaration. Any such variance or approval shall require a vote of at least two-thirds (2/3) of the members of the Board, and written approval must be obtained from the Declarant if the Declarant owns any Lot. The Board may refuse to grant a variance on any basis. In addition, such a variance or approval may only be granted when unique circumstances dictate. No variance or approval previously granted shall estop or prevent the Board from denying a variance or approval in other circumstances, even if such circumstances are similar or identical. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not, by itself, be considered a hardship warranting a variance or approval.

In addition, the Board may release or waive minor violations of the Plat, this Declaration, any Rules and Regulations, and Neighborhood Standard and/or any guidelines and procedures, including, without limitation (i) encroachments into platted easements or easements provided for or otherwise established in this Declaration, (ii) encroachments over private or platted building setback restriction lines, and/or (iii) construction of less than the required minimum square footage for a Home provided that the square footage is at least 95% of the required minimum. The Board may refuse to grant any such release or waiver on any basis. Any such release or waiver shall require a vote of at least two-thirds (2/3) of the members of the Board, and written approval from the Declarant if the Declarant owns any Lot. No such release or waiver previously granted shall estop or prevent the Board or the Declarant from denying any other request for a release or waiver, whether or not such request is made on the same basis or in a similar circumstance.

No such variance, approval, release or waiver shall be valid or enforceable unless such is in writing, and signed by an authorized representative of the Association and the Declarant, when required.

Section 12. No Liability. Review and approval of any plans and specifications submitted to the Committee pursuant to this Article is made on the basis of aesthetic, physical appearance and neighborhood value considerations, and the Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction, improvements or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on, improvement on or modifications to any Lot or the Neighborhood Lands. The Declarant, the Association and the Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of any plan or specification and/or design, nor for any construction error. Nor shall the Declarant, the Association or the Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and/or building Laws. The Declarant, the Association and the Architectural Committee also shall not be held responsible for any structural fault in design or construction of any improvement approved and/or constructed. Neither the Association, the Architectural Committee, the Declarant, nor any agent, officer, employee nor representative thereof shall be liable to any Owner or other for any damages or costs arising in any way out of the approval or disapproval of any plans or applications.

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ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

Section 1. Single Family Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the lots within the Subdivision other than single family dwellings and appurtenances.

Section 2. Lawful Use. No part of the Subdivision maybe used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

Section 3. Commercial Use. None of the lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with single family residential use, unless approved by Hillsborough County as a home occupation.

Section 4. Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All window treatments which are visible from the street shall be of professional quality and generally in keeping with the exterior color scheme of the house. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

Section 5. Parcelizing. No lot shall be expanded or divided to accommodate more than one dwelling site per full lot.

Section 6. Design. Any improvements to be constructed onto any lot will be subject to the written approval of the Architectural Committee. The design of said improvements shall be in conformance with the Design Guidelines as published (and as may be amended) by the Architectural Committee. Upon written request by Lot Owner for approval of plans and specifications, the Architectural Committee will have thirty (30) days to approve or disapprove plans. Failure of the Architectural Committee to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved provided that the design of the proposed building is in harmony with the existing structures in the Subdivision and the Owner maintains proof that the plans were delivered to the Architectural Committee. The Architectural Committee will have exclusive control over exterior design, colors and materials which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all additions thereto. The Architectural Committee may charge a fee to review plans up to \$350.00.

Section 7. Option to Buy Back. Any Owner acquiring title to a Lot in Hammock Estates hereby grants to the Declarant the right (but not the obligation) to repurchase said Lot, in the event the Owner desires to transfer title prior to the commencement of construction on the lot, or fails to commence construction on such lot within 120 days from the acquisition of the lot from Declarant. Declarant shall have the right to repurchase the lot for the same price that said lot was originally purchased from the Declarant, regardless if Owner purchased the lot from the Declarant or some other party. The Lot Owner shall pay all costs of closing. In the

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event an Owner desires to sell its lot prior to construction of a dwelling, the Owner shall send a written notice to the Declarant (at the address on file with the Association) and the Declarant shall have 30 days to respond to said notice. Declarant shall either (i) send Owner a contract in accordance with this paragraph, which Owner shall execute and return to Declarant, and close on the lot within 30 days or (ii) send Owner a notice (in recordable form) that Declarant will not be exercising its option in this case, in which case, Owner shall be free to sell the lot to any third party. In the event any Owner fails to comply with this paragraph, the Declarant shall have the right to file suit to recover the lot and all expenses, lost profits, and reasonable attorney's fees and costs through appeal. Upon issuance or a certificate of occupancy by Hillsborough County for the dwelling located on any lot, this restriction shall terminate and be of no further force and effect. This option shall expire on each lot twenty years from the date each lot was originally sold by the Declarant.

Section 8. Roofs, Antennas, Solar Heating. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys, skylights or vent slacks. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible from the outside of any building. Satellite dishes of no more than twenty one (21") inches, which are mounted on the rear of a structure, are permitted. The Architectural Committee may, in its sole discretion, grant waivers from the provisions of this paragraph.

Section 9. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Architectural Committee. No above ground pool shall be allowed. No soccer goals, basketball hoops, backboards, or similar sports equipment, shall be allowed to be installed, placed, kept or erected on any Lot.

Section 10. Temporary Buildings and Building Materials.

(a) No shed, tent or temporary structure/building shall be erected, maintained or used on any Property within the Subdivision; provided however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any Property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot, except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used.

Section 11. Garages. All residences shall have a minimum of a three (3) car garage with side entry. When garages are not in use by persons, garage doors shall be closed. Garages shall only be used for the purpose of parking automobiles, hobbies, storing an Owner's household goods, commercial vehicles, trailers (either with or without wheels) campers, camper trailers, boats, all terrain vehicles, motorcycles and other water craft including boat trailers must be parked entirely within a garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary non recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any lot, driveway or street. No vehicles of any kind shall be kept, stored, or repaired on any Property within the Subdivision in such a manner as to be visible from the Common Area or any neighboring Property. No materials or hobby supplies shall be

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kept or stored in any location visible from Common Area or from another Lot. The only exception will be the boats which are in the lakes or ponds. Notwithstanding anything contained herein to the contrary, no garages shall be enclosed or converted into a living area and must at all times be used as a garage or for car storage purposes.

Section 12. Signs, Mailboxes. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot except a sign of not more than four (4) square feet in area which may be used solely to advertise the lot for sale or rent, or standard size street number identification signs. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, nor signs for selling lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Review Committee. Signs may not be installed for political purposes, nor to embarrass, harass, or offend any Owner of lots within the Property. All Builder signage must be approved by the Declarant. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section. Uniform mailboxes have been approved by the Architectural Committee. They are the only mailboxes allowed in the Subdivision and it is the responsibility of the Owner of each lot to maintain its mailbox in an "as new" condition and replace it when necessary with only the approved type as approved by the Architectural Committee.

Section 13. Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Property within the Subdivision if it renders the Property unsanitary, unsightly, offensive or detrimental to any other Property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring Property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

Section 14. Clotheslines. Clotheslines are not permitted.

Section 15. Oil Tanks, Bottle Tanks, Water Tanks, Wells & Pumps, Condensers, Wood Piles and Central Air Conditioning Units. All ancillary equipment shall be suitably screened with hedge material no less than 3 gallon in size and no further apart than 2 feet so as to be concealed from view of the Common Area and any neighboring Property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried underground.

Section 16. New or Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any lot shall be completed without unreasonable delay. Should the Owner leave a dwelling or structure in an incomplete condition for a period of more than ninety days or should the erection of a new dwelling remain incomplete after a period of 150 days from the date of the first construction related inspection by the appropriate governmental authority, the Association, after reasonable notice to the Owner by registered mail, giving the Owner the opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed appropriate by the Association's Architectural Committee, and/or assess a per diem penalty in accordance with the provisions of section 720.305(2) Florida Statutes for every day the repair or erection of the dwelling or structure remains incomplete after the aforesaid time limits have been reached. In either event, the expense so incurred shall be a lien against the lot enforceable in the same manner as other liens. The dwelling or structure shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building and

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Section 17. Fences, Hedges and Landscaping. No hedges, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved by the Committee, or this Declaration. The Architectural Committee, in its sole discretion, may prohibit any such structures on any Lot. The construction of fences shall be subject to this Declaration and the Design Guidelines (including those subsequently adopted). Architectural application shall include gate sizes, fence height, fencing and gate material, fence area to be enclosed and location(s). The Architectural Committee may regulate the amount of land which may be fenced in, and no Owner shall have the right, without the Architectural Committee approval, to fence in the entire backyard on a Lot. Any existing and future Design Guidelines, including any fence guidelines, and any Rules and Regulations regarding fences, may be modified or amended, and no Owner shall have any vested rights to the construction of a fence, or to any particular location, size or materials used in a fence. Unless modified or changed by the Board, if a fence construction request is approved, the fence shall be constructed of black aluminum, shall not exceed five feet (5') in height (unless otherwise specifically provided in any other restrictions, specifications and/or guidelines), the fence style for Lots shall be approved by the Architectural Committee in writing after written request by an Owner), at least 50% of the total square footage (not lineal feet) of the exterior (i.e., the side of the fence facing the exterior of a lot) of any fence facing any street must be buffered by hedge material no less than 3 gallon in size and no further apart than 2 feet, at least 25% of the total square footage (not lineal feet) of the exterior (i.e., the side of the fence facing the exterior of a Lot) of all side and rear fences must be buffered by hedge material no less than 3 gallon in size and no further apart than 2 feet (in locations approved by the Committee), and all rear and side fences shall be placed at least three (3) feet within such the property lines so as to provide the Owner access for installation and maintenance of landscaping. Fences must tie into the house on the Lot at the rear corner of the house, unless otherwise approved by the Architectural Committee. All fences must be permanently installed in the ground with concrete. Gate size and number shall be shown on any application for approval and may be limited by the Committee.

Section 18. Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Tampa Electric Company for such installation.

Section 19. Swimming Pools, Spas, Tennis Courts, Basketball Backboards. Above ground swimming pools are not permitted. All pools and spas must have the written approval of the Architectural Committee prior to installation. Tennis courts may be allowed only with prior written approval of the Architectural Committee prior to installation. No basketball backboards, permanent or portable are permitted in any location unless approved by the Architectural Committee.

Section 20. Irrigation. All lots must have 100% underground irrigation systems in operable condition and may not draw upon water from creeks, streams, lakes, ponds, retention, detention, canals or other bodies of water within the Subdivision.

Section 21. Hardship Waiver. The Architectural Committee is authorized, but not required, to grant hardship waivers to Owners in the event in their opinion, the strict application of these restrictions presents a bona fide hardship.

Section 22. Minimum Square Footage of Improvements. Any Dwelling on any lot

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described herein shall contain, at a minimum, 3,000 square feet of air conditioned living area.

Section 23. Trailers, Trucks, School Buses, Boats, Boat Trailers. No passenger automobiles, SUVs, light trucks, house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats, or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any lot, except within enclosed garages. The foregoing will not be interpreted, construed, or applied to prevent the temporary non recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any lot, driveway or street. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the lots. All vehicles, boats and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof. Declarant intends for Hammock Estates to be a first class residential neighborhood. This Section shall be liberally interpreted to permit the Association or any other party having the right to enforce these restrictions to keep the streets within the Subdivision free from congestion and from the parking, repair, or storage of unsightly or oversize vehicles and other rolling stock which may detract from the character of the Subdivision.

Section 24. Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any lot, except that not more than three (3) household pets per lot may be kept provided, however, that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this Section, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Association, including but not limited to, the removal of the pet from Hammock Estates if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by Hammock Estates Homeowners' Association Rules as may from time to time be established by the Board of the Association.

Section 25. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other lots in Hammock Estates. No nuisance shall be caused, or permitted to exist, by any Lot Owner on, about or in the vicinity of his lot or elsewhere in the Subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or any of them, or which interferes in any way with the peaceful possession and proper use by the residents, or any of them, of the Subdivision Property or any part thereof. All parts of the Subdivision, including each lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Lot Owner or by anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Subdivision Association, shall be observed.

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Section 26. Nuisance. It shall be the responsibility of each Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their lot. No lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding Property.

Section 27. Drainage. No Owner shall permit any blockage, construction, or landscaping to impede the flow of drainage upon any drainage easement or drainage swale.

Section 28. Compliance with SWFWMD Permit. Each Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

Section 29. Wetland/ Surface Water Management. No Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District Regulation Department.

The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Tampa Service Office, Surface Water Regulation Manager.

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

Any amendment of this declaration of covenants, affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

If the Hammock Estates Homeowners Association of Hillsborough County, Inc. ceases to exist, all of the Lot or Parcel Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h of SWFWMD's Regulations.

For projects which have on-site wetland mitigation as defined in Section 1.7.24 of SWFWMD's Regulations which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 30. Sidewalks. The construction, repair and replacement of the sidewalks shall be the responsibility of each individual property owner adjoining the sidewalk.

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Section 31. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. On those days scheduled for trash collection, all garbage, trash or rubbish may be placed at the front of the Lot after 5:00 p.m. on the day before the scheduled day of trash collection, and any trash containers and receptacles must be removed by 9:00 P.M. on the day of collection. All garbage, trash, refuse or rubbish must be placed in trash containers or bags. All trash containers and receptacles shall be stored inside the garage or otherwise screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 32. Parking. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours and no more frequently than 3 time annually. The term "commercial vehicle" shall not be deemed to include recreational or sports utility vehicles (i.e. Broncos, Blazers, Explorers, etc) up to 21'-5" or non-commercial vehicles such as pick-up trucks, vans or cars if they are used by the owner on a daily basis for personal transportation or governmental vehicles such as police cars. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in the garage so as to be concealed from view by neighboring residences and streets. All Owners shall park automobiles in the garage. No vehicle which can not operate on its own power shall remain on the Lot for more than twelve hours, except and unless stored in the garage. No repair, except emergency repair (i.e. fixing a flat tire or "jump starting" a battery, but not involving the changing of fluids or mechanical or body repairs), of vehicles shall be made upon any Lot, except in the garage. Limousines shall be considered commercial vehicles and therefore prohibited.

Section 33. Holiday Lighting and Decorations. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Dwelling and upon the Lot commencing on Thanksgiving and shall be removed not later than January 15th of the following year. No holiday lighting, decorations or displays may be erected on a Lot, which result in increased traffic in the Neighborhood or disturb the peaceful enjoyment of any neighbor and the use of their Lot.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Committee, the Association, or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Committee shall

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have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

The SFWMD has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Hammock Estates. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any

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Mortgagee, or any other party shall be required or necessary for any such amendment. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the SFWMD.

Section 5. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other, be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 6. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 7. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 8. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 9. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 10. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

ARTICLE VIII
DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Hammock Estates including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

- (a) It is the express intent of the Association Documents that the various provisions

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thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof.

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities.

(c) Any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) The Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

**ARTICLE IX
INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association.

(b) Coverage.

(1) Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value as may be determined by the Board of Directors of the Association.

(2) Public Liability. General comprehensive public liability insurance against liability to and claims of the public, an Owner of the Association and any other person with respect to liability occurring upon the Common Areas or the Areas of Common

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Responsibility based upon or arising out of the Association's Ownership or use of the Common Area or Areas of Common Responsibility. The minimum combined single limits of liability shall not be less than \$500,000 per occurrence and \$1,000,000 aggregate. The liability insurance shall name, as separately protected insured, the Developer, the Association, the Board, the Architectural Committee (if economically feasible) and their respective Owners, employees, officers, agents and representatives.

(3) Worker's Compensation. To meet the requirements of Law.

(4) Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

X.

DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer, of, the health, safety or welfare of any Owner, occupant or user of any portion of Hammock Estates including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and /or any other jurisdiction or the preventions of tortious activities; and

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(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety, security or welfare of any persons, even if assessment funds are chosen to be used for any such reason.

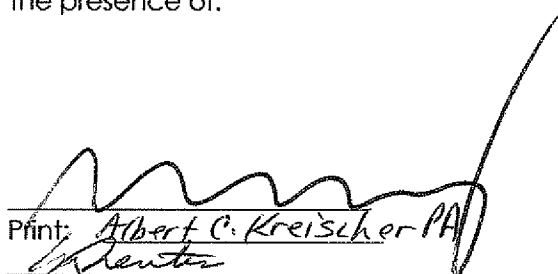
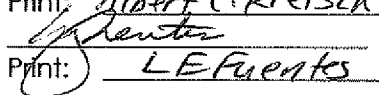
Each Owner (by virtue of his acceptance of title to a lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Common Areas and easements contain wetlands, roads and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and casements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

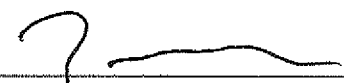
As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

Executed and declared in the presence of:


 Print: Albert C. Kreischer PA

 Print: L E Fuentes

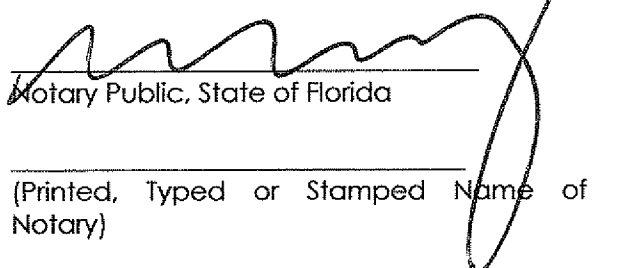
ADOBE HOMES, INC.,
A Florida corporation

By: 
Rami Zohar
its President

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

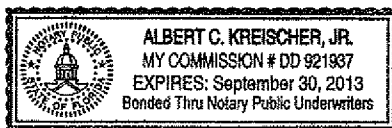
The foregoing instrument was acknowledged before me 9th day of November, 2012, by Rami Zohar, as President of Adobe Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.



Notary Public, State of Florida

My Commission Expires:

(Printed, Typed or Stamped Name of Notary)



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FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 28, 2012

FUENTES & KREISCHER, P.A.
1407 WEST BUSCH BLVD
TAMPA, FL 33612

The Articles of Incorporation for HAMMOCK ESTATES HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC. were filed on November 27, 2012 and assigned document number N12000011105. Please refer to this number whenever corresponding with this office regarding the above corporation.

The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Pamela Smith, Regulatory Specialist II
New Filing Section

Letter Number: 212A00028320

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HAMMOCK ESTATES HOMEOWNERS ASSOCIATION OF HILLSBOROUGH COUNTY, INC., a Florida corporation, filed on November 27, 2012, as shown by the records of this office.

The document number of this corporation is N12000011105.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-eighth day of November, 2012



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF INCORPORATION
OF
HAMMOCK ESTATES HOMEOWNERS ASSOCIATION
OF HILLSBOROUGH COUNTY, INC.

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I
CORPORATE NAME

The name of the Corporation shall be **Hammock Estates Homeowners Association of Hillsborough County, Inc.**, hereinafter called the "Association."

ARTICLE II
DURATION

The duration of the Corporation shall be perpetual.

ARTICLE III
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions of Hammock Estates to be recorded in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V
PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The Board of Directors of the Association shall have the general powers and attributes as set forth in section 617.0302, Florida Statutes, together with the following powers, including:

- (a) To own, operate, maintain, preserve or replace, and to provide

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architectural control over the Lots and Common Area located on that certain parcel of real property situate in Hillsborough County, Florida, known as Hammock Estates, and described in Exhibit "A" to the Declaration and to those Lots and Common Area that may be annexed to the Property from time to time pursuant to the Declaration; and

(b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, convey, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and

(c) To dedicate, sell or transfer all or any part of the Common Area and Roadway Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one (1) Lot; and

(d) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structure, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; and

(e) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association, and to use the proceeds thereof in the exercise of its powers and duties; and

(f) To sue and be sued;

(g) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

(h) To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(i) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(j) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(k) To grant easements on or through the Common Area or any portion thereof; and

(l) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

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(m) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

(n) To require all the Lot Owners to be members; and

(o) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and

(p) To contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; and

(q) To perform all of the obligations and duties delegated to the Association by the Master Association, as more fully set forth in Article 18 of the Declaration; and

(r) To purchase insurance upon the Property or any part thereof and insurance for the protection of the Association, its Officers, its Directors and the Owners; and

(s) To approve or disapprove the leasing, transfer, ownership, or possession of any Lot, as may be provided by the Declaration; and

(t) To employ personnel to perform the services required for the proper operation of the Association.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE VI
BOARD OF DIRECTORS

A. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors. Directors need not be Members of the Association or residents of the Lots.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual

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Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. TERM OF INITIAL DIRECTORS. The Declarant shall appoint the members of the first Board of Directors and their replacements, who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

Rami Zohar
4609 Mirabella Place
Lutz, Florida 33558

Richard Colletti
4614 Mirabella Place
Lutz, Fl. 33558

Eric Zohar
4609 Mirabella Place
Lutz, Fl. 33558

ARTICLE VII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are officers or directors shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorized the contract or transaction.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members and shall serve

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at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for the filling of vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Rami Zohar
Vice President	Richard Colletti
Secretary/Treasurer	Eric Zohar

ARTICLE IX MEMBERSHIP

Every person or entity who is a record title owner of any Lot shall be a Member of the Association. Any person or entity who holds an interest in any Lot merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to a Lot and cannot be conveyed other than by conveyance of fee simple title to the Lot.

ARTICLE X AMENDMENT

Amendments to these Articles shall be made in the following manner:

A. PROPOSAL. Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. ADOPTION. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members represented at a meeting at which a quorum of Members is present.

C. LIMITATION. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of the Articles entitled "Powers" and "Indemnification," respectively, without the approval in writing of all Members and the joinder of all record owners of mortgages on Lots. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Paragraph C of Article X shall be effective.

D. DECLARANT'S AMENDMENT. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by

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the Declarant.

E. RECORDING. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE XI BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII PRINCIPAL OFFICE ADDRESS

The principal office or mailing address for the corporation is 4609 Mirabella Place, Lutz, Florida 33558.

ARTICLE XIII INCORPORATOR

The name and address of the incorporator of the Association is:

Adobe Homes, Inc.
4609 Mirabella Place
Lutz, Florida 33558

ARTICLE XIV INDEMNIFICATION

A. INDEMNITY. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his

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conduct was unlawful.

B. EXPENSES. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall not be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this paragraph.

D. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XV DISSOLUTION

The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that, so long as Declarant owns at least one (1) Lot, Declarant's written consent to the dissolution of the Association must first be obtained.

In the event of dissolution of the Association, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

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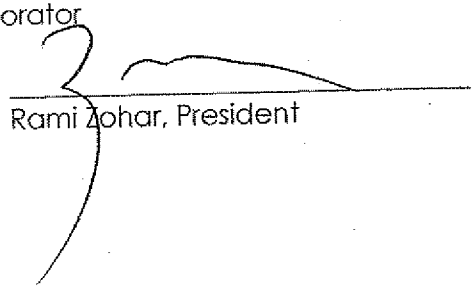
ARTICLE XVI
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 4609 Mirabella Place, Lutz, Florida 33558, and the name of the initial registered agent of the Association at said address is Rami Zohar.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 9th day of November, 2012.

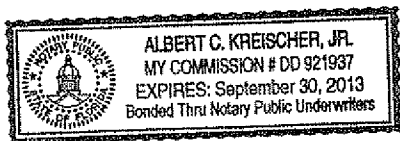
ADOBE HOMES, INC.,
A Florida corporation
Incorporator

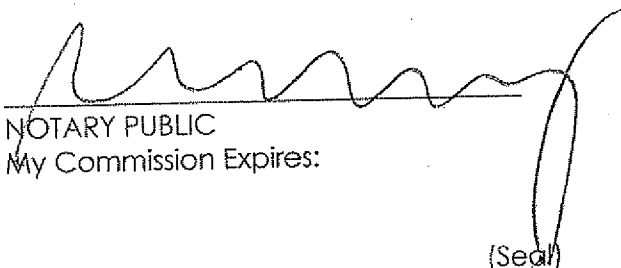
By:


Rami Zohar, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me this 9th day of November, 2012, personally appeared Rami Zohar, as President of Adobe Homes, Inc., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.




NOTARY PUBLIC
My Commission Expires:

(Seal)

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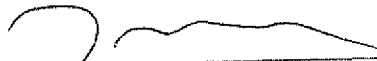
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named Rami Zohar, whose address is 4609 Mirabella Place, Lutz, County of Hillsborough, State of Florida, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 09 day of November, 2012.



Rami Zohar
Registered Agent

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BYLAWS
OF
HAMMOCK ESTATES HOMEOWNERS ASSOCIATION
OF HILLSBOROUGH COUNTY, INC.

ARTICLE I
NAME, PURPOSE AND LOCATION

SECTION 1.1. Name. The name of the corporation is Hammock Estates Homeowners Association of Hillsborough County, Inc. (hereinafter referred to as the "Association"). The Association is a not-for-profit corporation organized and existing under the "Florida Not-For-Profit Corporation Act," Chapter 617 of the Florida Statutes.

SECTION 1.2. Purposes. The Association has been incorporated for the purposes set forth in the Articles of Incorporation of Hammock Estates Homeowners Association of Hillsborough County, Inc., including, but not limited to, the general purposes of administering, managing, operating, maintaining and preserving a residential community known as Hammock Estates, situate in Hillsborough County, Florida, and governed by that certain Declaration of Covenants, Conditions and Restrictions of Hammock Estates, as recorded in the Public Records of Hillsborough County, Florida, and as may be amended from time to time.

SECTION 1.3. Location of Principal Office. The principal office of the Association shall be located at 4609 Mirabella Place, Lutz, Florida 33558, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE II
DEFINITIONS

SECTION 2.1. Definitions. For ease of reference, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions of Hammock Estates, to be recorded in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III
MEMBERSHIP AND VOTING

SECTION 3.1. Membership. The Members of the Association shall consist of all of the record Owners of the Units/Lot from time to time. Any transfer of ownership of a Lot shall terminate an Owner's membership in the Association. Membership in the Association is appurtenant to a Lot and cannot be conveyed other than by conveyance of the fee simple title to the Lot.

SECTION 3.2. Voting. Each Lot shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote

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according to the terms and provisions of this Section 3.2. In no event shall more than one vote be cast with respect to any one Lot. Except as otherwise provided in this Article VI, each Member who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Lot and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If the Lot is owned jointly by a husband and wife, the provisions of Section 3.2(d) shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of a title to, the Lot to which the voting certificate pertains.

Voting rights shall be established as follows:

(a) In the event an Owner is one person, that person's right to vote shall be established by the recorded title to the Lot at issue.

(b) In the event a Lot is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Lot.

(c) In the event a Lot is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Lot, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the subject Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.

(d) Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Lot:

(i) The husband and wife may, but shall not be required to, designate one of them as the voting member;

(ii) In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

(iii) In the event the husband and wife do not designate one of them as the person entitled to cast the vote appurtenant to their Lot, and only one of them is present at any meeting, the member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent member.

The voting rights granted to the Members pursuant to this Section 3.2 shall be

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subject to the Association's right to suspend such voting rights as provided in Article III, Section 3.1, of the Declaration.

SECTION 3.3. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

SECTION 3.4. Quorum. The presence of designated voting Members holding fifty percent (50%) of all of the votes eligible to be cast by the Members, either in person or by proxy, shall be necessary to constitute a quorum at any meeting of Members. A majority vote of the Members present either in person or by proxy at any meeting of the Association when a quorum is present shall decide any matter to be determined by the Association, unless otherwise provided by the Articles, Bylaws or Declaration, in which event the voting percentage required by such other provision shall control. In the event less than a quorum is present at any annual or special meeting of the Members, the President may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. Notwithstanding anything to the contrary contained in these Bylaws, notice of adjourned meetings shall be given to the Members as shall be determined by the President.

SECTION 3.5. Proxies. Any member of the Association who is entitled to cast the vote for a Lot may, by written proxy, authorize another person to vote on behalf of such Lot. Any such written proxy shall specify the meeting and issue to which it pertains. The Board of Directors may, in its discretion, prescribe a form for written proxies. A proxy shall be valid only for the purpose and meeting for which it is given as specified therein, and any adjournment of such meeting. Any proxy must be filed with the Secretary before the appointed time of the particular meeting for which the proxy is given in order for the proxy to be effective. A proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy.

SECTION 3.6. Secret Ballot. At any time prior to a vote upon any matter at any meeting of Members, any member may require that a vote be made by secret written ballot. If secret written ballots are used, the Chairman of the meeting shall call for nominations and the election of three (3) inspectors of elections to collect and tally such ballots. Such inspectors of elections shall be nominated by a Member or Members and chosen by a majority vote of the membership.

SECTION 3.7. Annual Meeting. The annual meeting of the Members of the Association shall be held on the first Tuesday in March of each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that, if that day is a legal holiday, the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Hillsborough County, Florida, as the Board of Directors shall designate.

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SECTION 3.8. Special Meetings. Special meetings of the Members of the Association may be called at any time by the President, and shall be called by the President upon the written request of a majority of the Board of Directors or upon the written request of the Members who are entitled to vote at least one-third (1/3) of all of the votes eligible to be cast by the Members. Special meetings of Members shall be held on such date, and at such time and place in Hillsborough County, Florida, as the Board of Directors shall designate.

SECTION 3.9. Notice of Meetings. A written notice of the date, time, place and purpose of all annual and special meetings of Members shall be given to each Member, either personally or by mail at the Member's last known address as it appears on the books and records of the Association. Any such notice shall be given to the Members not less than fifteen (15) and not more than forty (40) days before the meeting to which the notice pertains. If notice is given by mail, it shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Association, such Member shall file a written request with the Secretary that notices intended for that Member be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary of the Association shall cause one or more copies of any such written notice to be posted in a conspicuous place or places on the Property at least fifteen (15) days prior to the meeting for which the notice is given.

SECTION 3.10. Waiver of Notice. Notwithstanding anything to the contrary contained in the Articles, the Declaration or these Bylaws, notice of any regular or special meeting of Members may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting.

SECTION 3.11. Adjourned Meeting. If any proposed meeting cannot be held because a quorum is not present, the Members who are present, in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

SECTION 3.12. Action Without a Meeting. The Members entitled to vote may, with the approval of the Board of Directors, act by written agreement in lieu of any regular or special meeting of the Members; provided, however, that written notice of the specific matter or matters to be determined is given to all Members as set forth in Section 3.9 of these Bylaws, and such notice includes a time period during which a response must be made by the Members entitled to vote.

SECTION 3.13. Action Without a Vote. Whenever the vote of the Members is required or permitted by any provision of the Articles, Declaration or these Bylaws to be

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taken at any meeting of Members, the vote of the Members may be dispensed with if not less than the required percentage of Members to vote upon the action consent in writing to such action being taken; provided, however, that notice of such action shall be given to all Members unless all Members entitled to vote shall approve such action.

SECTION 3.14. Minutes of Meetings. The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners, or their authorized representatives, and by Directors at reasonable times.

SECTION 3.15. Delinquent Owners. If any Assessments or portions thereof imposed against an Owner remain unpaid for thirty (30) days after they are due and payable, such Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all the sums then due are paid, whereupon, the voting rights shall be automatically reinstated.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.1. Number, Term and Qualifications of Directors. The business and affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons. Directors need not be Owners and one of the Directors shall be elected to serve as the President of the Association; provided, however, that until Declarant transfers control of the Association to the Owners as provided in Article 5 of the Declaration, all Directors shall be elected by Declarant unless Declarant, in its sole discretion, consents to the election of one or more Directors by Members prior to such transfer of control. Directors elected by Declarant may not be removed by Members other than Declarant. Each Director shall serve on the Board of Directors until the next Annual Meeting, and until his successor is duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws.

SECTION 4.2. Nomination and Election of Directors. Until such time as Declarant transfers control of the Association to the Owners as provided in Article 5 of the Declaration, Declarant may, in Declarant's sole discretion, elect and remove Directors at any time. When the Members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

(a) Nominations shall be made by Members at each annual meeting of Members. Nominations may also be made by a Member's submitting a nomination in writing to the Secretary of the Association prior to the date of the annual meeting of Members. Thereafter, all nominations shall be submitted to a nominating committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of Members to serve until the close of that annual meeting.

(b) The Directors who shall serve on the Board of Directors shall be

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elected by a majority of votes cast at the annual meeting of Members, provided a quorum of the Members entitled to vote is present, either in person or by proxy. One vote per Lot may be cast with respect to each vacancy on the Board of Directors. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.

SECTION 4.3. Organizational Meeting. Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of Officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational meeting shall be held on such date and at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not present, notice of the organizational meeting shall be given as provided in Section 4.9 of this Article IV.

SECTION 4.4. Resignations. Any Director may resign from his service on the Board of Directors at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall take effect upon receipt thereof by the President or Secretary of the Association or at any later time as may be specified in the notice.

SECTION 4.5. Removal. Any Director may be removed from his service on the Board of Directors for any nonfeasance, malfeasance, misfeasance or conduct detrimental to the best interests of the Association, by the affirmative vote of a majority of the Members at a special meeting of Members called for that purpose, and a successor Director shall, at such meeting, be elected to fill the vacancy thus created. In the event the Members fail to elect a successor Director, then the Board of Directors may fill the vacancy as provided in Section 4.6 of this Article IV. Notwithstanding anything contained herein to the contrary, until a majority of the Directors are elected by the Members other than the Declarant, neither the first Directors of the Association nor any Directors replacing them, nor any other Directors named by the Declarant, shall be subject to removal by Members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without a meeting.

SECTION 4.6. Vacancies. In the event the office of any Director becomes vacant by reason of death, resignation, disqualification or otherwise, or in the event a majority of the Members fail to replace a removed Director, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill such vacancy. Any successor Director shall serve on the Board of Directors for the balance of the unexpired term of the office he was chosen to fill. The Board of Directors may elect successor Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

SECTION 4.7. Regular Meetings. The Board of Directors shall, at each organizational meeting, establish a schedule of regular meetings to be held during the period of time between such organizational meeting and the next annual meeting of

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Members. All meetings of the Board of Directors other than those established as regular meetings shall be special meetings.

SECTION 4.8. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director.

SECTION 4.9. Notice of Meetings. Except as otherwise provided in these Bylaws, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery, by ordinary mail at a Director's usual place of business or residence, or by telephone or telegraph, not less than three (3) days prior to the date of such meeting. If mailed, such notice shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. If given by telegram, such notice shall be deemed delivered when delivered to the telegraph company. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that if all Directors are present at any special meeting, notice of a specific purpose shall be deemed waived and any business may be transacted by the Board of Directors at such special meeting. Meetings of the Board of Directors shall be open to all Owners and notice of such meeting shall be posted conspicuously on the Property at least forty-eight (48) hours in advance for the attention of the Members, except in the event of an emergency, provided that Owners shall not be permitted to participate in, and need not be recognized at, any such meeting.

SECTION 4.10. Waiver of Notice. A director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting.

SECTION 4.11. Chairman. The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman to preside at the meeting.

SECTION 4.12. Quorum. A quorum of the Board of Directors shall consist of a majority of the total number of Directors serving on the Board of Directors. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.

SECTION 4.13. Voting. Each Director is entitled to cast one vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors.

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SECTION 4.14. Action Without Meeting. The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors and a resolution thereof.

SECTION 4.15. Telephone Meeting. Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.

SECTION 4.16. Minutes of Meetings. The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Member of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect them.

SECTION 4.17. Compensation and Expenses. No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Association may reimburse any Director for actual expenses incurred in the performance of his duties, and contract with a Director for the rendition of unusual or exceptional services to the Association and compensate him in an amount that is appropriate in light of the value of such services.

SECTION 4.18. Powers and Duties. The Board of Directors shall have all powers and duties reasonably necessary to administer, manage, operate, preserve and maintain the Association and the Property as set forth in the Articles, Declaration and Bylaws and granted by law to directors. Such powers shall include, but not be limited to the following:

- (a) Operating and maintaining the Common Area;
- (b) Determining the expenses required for the operation of the Association;
- (c) Levying Assessments on, and collecting them from, Owners;
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Area;
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property;

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(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor;

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee;

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee;

(i) Selling, leasing, renting, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Association, or its designee;

(j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Lots or other property;

(k) Obtaining and reviewing insurance for Lots and Common Area;

(l) Making repairs, additions and improvements to, or alterations of, Lots and Common Area, and repairs to and restoration of the Common Area in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(m) Enforcing obligations of the Owners and taking such other actions as shall be deemed necessary and proper for the sound management of the Association;

(n) Levying fines against appropriate Owners for violations of the rules and regulations established by the Association to govern the conduct of such Owners;

(o) Purchasing or leasing Lots for use by resident superintendents and other similar persons;

(p) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Area or the acquisition of property, and granting mortgages on, and/or security interests in, property owned by the Association; provided, however, that the consent of the Owners of at least a majority of the Lots represented at a meeting at which a quorum is present in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of One Hundred Thousand Dollars (\$100,000.00); provided, however, that the Association shall take no action authorized in this paragraph without the prior written consent of Declarant so long as the Declarant owns at least one Lot.

(q) Contracting for the management and maintenance of the Property and authorizing a management agent (who may be an affiliate of Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement

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of rules, and maintenance, repair, and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, Articles and these Bylaws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;

(r) At its discretion, authorizing Owners or other persons to use portions of the Common Area for private parties and gatherings and imposing reasonable charges for such private use;

(s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Not-For-Profit Corporation Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit;

(t) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots;

(u) Granting easements on or through the Common Area or any portion thereof;

(v) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

ARTICLE V OFFICERS

SECTION 5.1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board of Directors.

SECTION 5.2. Appointive Officers. The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers as the Board of Directors deems necessary to administer the business and affairs of the Association.

SECTION 5.3. Term and Qualifications of Officers. The President of the Association shall be elected from among the Directors serving on the Board of Directors. Officers other than the President shall be elected from among the Members. Each officer of the Association shall serve as an officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws. Officers are not required to be Owners or residents of the Lots.

SECTION 5.4. Resignations. Any officer of the Association may resign from office at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt thereof by the Chairman of the Board of Directors or at any

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later time specified in the written notice; provided, however, that in the event of the President's resignation, such resignation shall take effect upon receipt thereof by any other Director.

SECTION 5.5. Removal. Any officer may be removed for or without cause from office at any time by the Board of Directors. Any officer who is to be removed from office shall be entitled to at least five (5) days' prior written notice of the meeting of the Board of Directors at which such removal shall be considered by the Board of Directors, and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

SECTION 5.6. Vacancies. In the event any office of the Association becomes vacant by reason of an officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any officer so elected shall serve as an officer of the Association for the unexpired portion of the term of office he was elected to fill.

SECTION 5.7. President. The President of the Association shall be elected from among the members of the Board of Directors and shall continue to serve as a Director throughout his service as President of the Association. The President shall preside as Chairman at all meetings of Members and of the Board of Directors. The President shall be responsible for general supervision over the business and affairs of the Association, shall administer the enforcement of all resolutions, orders and policies of the Board of Directors, and shall perform such other duties and functions as may be delegated to him or required of him by the Board of Directors. The President shall sign, in the name of the Association, any and all contracts, mortgages, notes, deeds, leases and other written instruments authorized by the Board of Directors or Members as required by the Declaration, Articles or these Bylaws.

SECTION 5.8. Vice President. Unless otherwise provided in these Bylaws, the Vice President shall exercise all of the powers and perform all of the duties of the President in the event of the President's absence or inability or refusal to act. The Vice President shall also generally assist the President in the supervision of the business and affairs of the Association, and shall exercise such other powers and perform such other duties as may be delegated to him by the President or required of him by the Board of Directors.

SECTION 5.9. Secretary. The Secretary of the Association shall attend all annual and special meetings of the Members, and shall record the minutes of all such meetings. The Secretary shall be responsible for the preparation and maintenance of a ledger for the purpose of listing the assignees of parking spaces and the transfers thereof in accordance with the provisions of Article 11 of the Declaration; for the preparation and maintenance of a ledger containing the names and addresses of all Members; and for the preparation and maintenance of a ledger containing the names and addresses of all Members who have been designated to vote on behalf of any Lot in accordance with the terms and provisions of Article III of these Bylaws. The Secretary shall issue and distribute notices of all meetings of the Board of Directors and all

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meetings of Members when such notices are required by these Bylaws or the Declaration, and when requested by the Board of Directors or the President. The Secretary shall have charge and custody of the books and records of the Association, except those kept by the Treasurer. The Secretary shall have charge and custody of the corporate seal of the Association and shall, when duly authorized and directed by the President or by the Board of Directors, affix the seal to any and all instruments requiring it. The Secretary shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.10. Treasurer. The Treasurer shall have charge and custody of the Association's funds, securities and evidences of indebtedness and shall keep complete and accurate accounts of all receipts and disbursements by him on behalf of the Association. The Treasurer shall deposit all of the Association's funds in the depository and to the credit of the Association. The Treasurer shall disburse the funds of the Association as the Board of Directors may authorize in accordance with the terms and provisions of the Articles, Declaration and these Bylaws and shall make proper vouchers for each disbursement. The Treasurer shall be responsible for the preparation and maintenance of an assessments ledger, and for the issuance of certificates regarding the status of assessments with regard to any Lot, in accordance with Article 7 of the Declaration. The Treasurer shall account to the Board of Directors and the President whenever they may so require with respect to the transactions handled by the Treasurer on behalf of the Association and the financial condition of the Association. The Treasurer shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.11. Other Officers. In the event the Board of Directors appoints other officers to serve the Association, such officers shall perform such duties and have such authority as may be determined by the Board of Directors. Any Assistant Vice President, Assistant Secretary or Assistant Treasurer shall perform the duties of the Vice President, Secretary and Treasurer, respectively, when such officers are absent or when they are not able or refuse to act.

SECTION 5.12. Compensation and Expenses. Officers shall not receive any compensation for their service as officers of the Association. The Board of Directors may, in its discretion, reimburse any officer for actual expenses incurred in the performance of that officer's duties, and contract with and compensate an officer for the rendition of unusual or exceptional services to the Association in an amount appropriate in light of the value of such services. The fact that any Director is an officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.

ARTICLE VI EXECUTIVE AND ADVISORY COMMITTEES

SECTION 6.1. Designation of Executive and Advisory Committees. The Board of Directors may, in its discretion, designate one or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Association as may be

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authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports to, and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Association. Any such executive or advisory committee shall have a chairman and two or more committee members, who must be appointed by the Board of Directors, who need not be Members of the Association, and who may be Directors.

SECTION 6.2. Standing Committees. The standing committees of the Association shall be the Architectural Review Board and such other committees as the Board of Directors may establish to serve the best interests of the Association. The Architectural Review Board shall have the powers, duties and functions set forth in the Declaration.

SECTION 6.3. Committee Rules and Regulations. Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these Bylaws or with the terms and provisions of the Articles and Declaration.

SECTION 6.4. Compensation and Expenses. The persons serving on any executive or advisory committee shall not receive any compensation for their services as committee members. The Board of Directors may, in its discretion, reimburse any such person for actual expenses incurred in the performance of his duties, and contract with and compensate any such person for the rendition of unusual or exceptional services to the Association in an amount that is appropriate in light of the value of the services. The fact that any Director is an officer of the Association or a member of any executive or advisory committee shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation. The Board of Directors may, in its discretion, authorize such committees to expend a specific amount of funds for a specific purpose; to the extent such funds and purpose are deemed necessary by the Board of Directors to enable the committee to fulfill its duties to the Association and to the Board of Directors. The Board of Directors may reimburse, in whole or in part, any committee for funds expended by the committee, when such funds were necessary for the committee's exercise of its authorized duties.

ARTICLE VII FINANCE

SECTION 7.1. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

SECTION 7.2. Depositories. The depository of the Association shall be any such bank or savings and loan association as the Board of Directors shall from time to time designate. All funds, securities and evidences of indebtedness shall be deposited with such depository in the name of the Association. Withdrawal of funds from any such depository shall be only on checks signed by officers or other persons authorized by the Board of Directors to be signatories with respect to any such account and upon resolution of the Board of Directors.

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SECTION 7.3. Assessments, Application of Payments and Commingling of Funds.

The Board of Directors shall prepare an Annual Operating Budget and shall establish annual and special assessments in accordance with the terms and provisions of the Declaration. The obligation for the payment of all assessments shall be governed by the terms and provisions of the Declaration. All Assessments collected by the Association may be kept in one or more accounts as shall be determined by the Board of Directors. The making and collection of Assessments shall be administered according to the terms and provisions of the Articles, the Declaration or these Bylaws in such manner and amounts as the Board of Directors shall determine. All Assessments by the Association shall be secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments that are not paid when due shall be delinquent. In addition to those remedies granted in the Declaration, in the event of nonpayment of Assessments when due, the Association may bring an action at law against the Owner who is personally obligated to pay the Assessment, and/or foreclose the lien on the Lot against which the Assessment was made. The Owner shall be liable for all interest, costs, late charges and reasonable attorneys' fees incurred by the Association in connection with collection, all of which shall be added to the amount of such Assessment. No Owner may waive or otherwise avoid liability for Assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

SECTION 7.4. Financial Statement. Upon the written request of an Owner, an operating statement and balance sheet of the accounts of the Association, which reflects the financial status of the Association as of the end of the preceding fiscal year, shall be made available by the Association or its authorized representative or agent. So long as Declarant owns all of the Lots subject to this Declaration, Declarant shall be exempt from the requirements of this Section 7.4.

ARTICLE VIII AMENDMENTS

SECTION 8.1. Amendment. These Bylaws may be amended by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present; provided, however, that a full statement of the proposed amendment is set forth in the notice of such meeting; that so long as Declarant owns at least one Lot, Declarant's written consent to any amendment must first be obtained; and that no amendment shall conflict with the terms and provisions of the Articles or Declaration. Notwithstanding anything to the contrary contained in these Bylaws, no amendment shall affect or impair the rights of any Institutional Mortgagee that owns and holds a mortgage on any portion of the Property, without the prior written consent of such Institutional Mortgagee.

ARTICLE IX DISSOLUTION

SECTION 9.1. Dissolution. The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting;

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provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one Lot, Declarant's prior written consent to the dissolution of the Association must be obtained.

ARTICLE X RULES AND REGULATIONS

SECTION 10.1. Rules and Regulations. Declarant may, until Declarant transfers control of the Association to the Owners, establish rules and regulations for the use and occupancy of the Property in accordance with the terms and provisions of the Declaration.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. Captions and Headings. The captions and headings pertaining to the articles and sections of these Bylaws are solely for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these Bylaws.

SECTION 11.2. Severability. In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these Bylaws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these Bylaws.

SECTION 11.3. Number and Gender. Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

SECTION 11.4. Conflicting Provisions. In the event there is any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control, and in the event there is any conflict between the Declaration and these Bylaws, the terms and provisions of the Declaration shall control.

SECTION 11.5. Governing Law. The terms and provisions contained in these Bylaws shall be construed in accordance with and governed by the laws of the State of Florida.