

This instrument prepared by and after recording return to:
Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4719 PAGE 505 PAGE: 1 OF 59
INSTR # 2911122 Doc Type: CID
Recorded: 3/3/2021 at 12:42 PM
Rec. Fee: RECORDING \$503.00
Cashier By: THERESAA

**AMENDED AND RESTATED MASTER DECLARATION
FOR
THE HAMMOCKS CAPE HAZE**

WHEREAS, a Master Declaration for the Hammocks Cape Haze was recorded in Official Records Book 3069, Page 1572, et seq. of the Public Records of Charlotte County, (Master Declaration), and

WHEREAS, the Master Declaration was amended in Official Records Book 3846, Page 751; Official Records Book 3894, Page 1798, et seq., and Official Records Book 4035, Page 1811, et seq. of the Public Records of Charlotte County, Florida, and

WHEREAS, it was determined that it was necessary and prudent to amend the Master Declaration at this time in order to delete obsolete references to the developer, conform the document with changes in the laws, improve the document, and restate the original Master Declaration and prior amendments in order to integrate all provisions in a single document, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors of the Master Association voted to approve the amendments, and otherwise voted to integrate all validly adopted provisions into this Amended and Restated Master Declaration, and

WHEREAS, this Amended and Restated Master Declaration was approved by not less than two-thirds of the voting interests of the members participating at a duly noticed and convened membership meeting held on January 26, 2021.

NOW THEREFORE, The Hammocks Master Association, Inc. does hereby amend and restate the Master Declaration for the purpose of integrating the provisions of the original Master Declaration with prior amendments, together with adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

Table of Contents

ARTICLE I	DEFINITIONS.....	5
ARTICLE II	DEVELOPMENT PLAN.....	8
	Section 1. Operation, Maintenance, and Repair of Common Areas.....	8
	Section 2. Roadway.....	8
	Section 3. Irrigation Facilities.....	8
	Section 4. Retention Walls.....	9
	Section 5. Boundary Walls.....	9
	Section 6. Access Control System.....	9
	Section 7. Insurance.....	9

	Section 8. Alterations or Additions to Common Areas	9
	Section 9. Master-Metered Water Usage	9
	Section 10. Additional Common Area	10
	Section 11. Neighborhood Administration	10
ARTICLE III	PROPERTY RIGHTS	10
	Section 1. Owners' Easements of Enjoyment	10
	Section 2. Delegation of Use	10
	Section 3. Easements for Residential Dwellings	11
	Section 4. Easements for Utilities, Drainage and Sprinklers	11
	Section 5. Prohibition of Certain Activities	11
	Section 6. Use of the Common Area	11
	Section 7. Signs Prohibited	12
	Section 8. Animals	12
	Section 9. Rules and Regulations	12
	Section 10. Title to Common Area	12
	Section 11. Residential Dwellings Easement	12
	Section 12. Easement for Pedestrian Access	12
	Section 13. Master Association Easement	12
	Section 14. Owner Easements	12
	Section 15. Easement Over the Grassed Area	13
ARTICLE IV	MEMBERSHIP AND VOTING RIGHTS	13
	Section 1. Voting Rights	13
ARTICLE V	RIGHTS AND OBLIGATIONS OF OWNERS AND THE MASTER ASSOCIATION	13
	Section 1. Responsibilities	13
	Section 2. Manager	13
	Section 3. Personal Property for Common Use	13
	Section 4. Insurance	13
	Section 5. Implied Rights	13
	Section 6. Common Expense	13
	Section 7. Lawn and Landscaping Maintenance	14

	Section 8. Sprinkling System.....	14
	Section 9. Surface Water/Stormwater Management System.....	14
	Section 10. Waterbodies	15
	Section 11. Drainage and Mitigation Areas.....	15
ARTICLE VI	COVENANT FOR MAINTENANCE ASSESSMENTS	16
	Section 1. Creation of the Lien and Personal Obligation for Assessments.....	16
	Section 2. Purpose of Assessments.....	16
	Section 3. Assessments for Common Expenses	16
	Section 4. Special Assessments	16
	Section 5. Notice of Meeting and Quorum for any Action Authorized Under Section 3.....	17
	Section 6. Exemption from Assessments.....	17
	Section 7. Fixing of Annual Assessments: Due Dates	17
	Section 8. Lien for Assessments.....	17
	Section 9. Effect of Nonpayment of Assessments: Remedies of the Master Association	17
	Section 10. Foreclosure.....	18
	Section 11. Homestead	18
	Section 12. Subordination of the Lien to Mortgages	18
	Section 13. Individual Assessments.....	18
	Section 14. Certificate of Amounts Due	18
	Section 15. Uniform Rate of Assessment.....	18
	Section 16. Cable Television.....	18
	Section 17. Acceleration of Assessments	19
	Section 18. Other Collection Remedies	19
	Section 19. Special Use Fees	19
	Section 20. Reserves	19
	Section 21. Assessments for Limited Common Area.....	19
ARTICLE VII	ARCHITECTURE AND LANDSCAPING.....	19
	Section 1. General.....	19
	Section 2. Architectural Review.....	19
	Section 3. Procedures	20

	Section 4. Completion of Work.....	20
	Section 5. Variances.....	20
	Section 6. Appeals.....	20
	Section 7. Limitation of Liability	20
ARTICLE VIII	SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF HUD, FHA, VA, FNMA, GNMA.....	21
	Section 1. Information.....	21
	Section 2. Lender's Notices.....	21
ARTICLE IX	GENERAL PROVISIONS.....	21
	Section 1. Duration.....	21
	Section 2. Enforcement.....	21
	Section 3. Severability.....	22
	Section 4. Amendments.....	22
	Section 5. Notice.....	23
	Section 6. Authority of the Board.....	23
ARTICLE X	LIMITED COMMON AREAS.....	23
	Section 1. Limited Common Areas.....	23
ARTICLE XI	MASTER ASSOCIATION LIABILITY.....	23
ARTICLE XII	USE RESTRICTIONS.....	24
	Section 1. Alteration and Additions.....	24
	Section 2. Motor Vehicles.....	24
	Section 3. Commercial Activity.....	25
	Section 4. Cooking.....	25
	Section 5. Decoration.....	25
	Section 6. Garages.....	25
	Section 7. Laundry.....	25
	Section 8. Lawful Use.....	25
	Section 9. Leases.....	25
	Section 10. Drones.....	25
	Section 11. Nuisances.....	26

Section 12. Oil and Mining Operations.....	26
Section 13. Signs and Flags.....	26
Section 14. Sports Equipment.....	26
Section 15. Swimming.....	26
Section 16. Wetlands and Mitigation Areas	26
Section 17. Window Treatments	26
ARTICLE XIII CLUB PLAN.....	26
Section 1. Benefits of Club	27
Section 2. Rights of Club Members.....	27
Section 3. Club Facilities	27
Section 4. Operations.....	27
Section 5. General Restrictions.....	27
Section 6. Violation of Club Rules and Regulations.....	28

**ARTICLE I
DEFINITIONS**

Section 1. Definitions. When used in this Master Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

“Access Control System” shall mean any system intended to control access to and/or enhance the welfare of Hammocks Cape Haze.

“Annual Assessment” shall mean any monthly, quarterly, or yearly assessment (as determined by the Board) or charge for the purpose of operating the Master Association and accomplishing any and all of its purposes as determined in accordance herewith, including, without limitation, payment of Common Expenses and collection of amounts necessary for the operation of the Master Association.

“Articles” shall mean the Amended and Restated Articles of Incorporation of Hammocks Master Association, Inc., a Florida non-profit corporation, attached hereto as Exhibit “B”, including amendments thereof.

“Board” shall mean the Board of Directors of the Master Association.

“Bylaws” shall mean the Amended and Restated Bylaws of the Master Association attached hereto as Exhibit “C”, including amendments thereof.

“Club” shall generally refer to the Club Facilities.

“Club Facilities” shall mean the actual facilities, improvements, and personal property which Declarant constructed and/or made available to Owners pursuant to the Club Plan. The Club Facilities are more specifically set forth in Article XIII herein.

“Club Manager” shall mean the entity operating and managing the Club. The Master Association may be Club Manager or may designate a person or entity as Club Manager in its discretion.

"Club Member" shall mean every Owner (other than an Owner who has leased his Unit to Lessee) or Lessee; provided, however, for the purposes of Club membership, there shall be only one Owner and Lessee per Unit. A person shall continue to be a Club Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a Unit. Once an Owner leases a Unit, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Unit; however, the Owner and Lessee shall be jointly and severally liable for all assessments.

"Club Plan" shall mean the Hammocks Cape Haze Club Plan as further detailed in Article XIII of this Declaration.

"Common Area" shall mean those portions of the Hammocks Property, and improvements thereon, which the Master Association has the obligation to maintain for the common use, benefit, and enjoyment of all Owners.

"Common Expense" shall mean any expense for which an Assessment or Special Assessment may be made against the Owners and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area and the operation and maintenance of the Surface Water Management System ("SWMS") described in Southwest Florida Water Management District ("SWFWMD") permit number(s) 44027044.00 (the "SWFWMD Permit").

"Declarant" shall mean Hammocks Cape Haze, LLC, a Florida limited liability company, its successors and assigns.

"First Mortgagee" shall mean an Institutional Lender who holds a first mortgage on a Unit and who has notified the Association of its holdings.

"Hammocks Documents" shall mean the Master Declaration and its exhibits.

"Immediate Family Members" shall mean the spouse of the Club Member and all unmarried children twenty-two (22) years and younger of either the Club Member or the Club Member's spouse. If a Club Member is unmarried, the Club Member may designate one other person who is living with such Club Member in the Unit in addition to children of the Club Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Club Member within the Unit.

"Individual Assessment" shall mean any Assessment arising out of either or both of the following events and specifically assessed against the appropriate Owner(s) and their respective Unit; (i) any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and (ii) any expenses arising out of the provision by the Master Association of any maintenance, repair or replacement of any Common Area, or any other improvements within the Hammocks Properties, the maintenance, repair and replacement responsibility of which lies with the Master Association under the provisions of this Master Declaration.

"Institutional Lender" shall mean the owner and holder of a mortgage encumbering a Unit or Club Facilities, which owner and holder of said mortgage shall be any federally or state-chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state-chartered savings and loan association or savings bank.

"Institutional Mortgage" shall mean any mortgage given or held by an Institutional Lender.

"Lessee" shall mean the lessee named in any written lease respecting a Unit who is legally entitled to possession of any Unit within Hammocks Cape Haze. An Owner and Lessee shall be jointly and severally liable for all assessments.

"Master Association" shall mean and refer to Hammocks Master Association, Inc., its successors and assigns. The Master Association operates as a condominium association subject to Chapter

718, Florida Statutes (the Condominium Act) pursuant to the Declaration of Condominium Status recorded in Official Records Book 4037, Pages 1552 and 1553, Public Records of Charlotte County, Florida.

"Master Declaration" shall mean this Master Declaration for Hammocks Cape Haze and any amendments thereof.

"Member" or "Member of Master Association" means and refers to any person who is an Owner.

"Neighborhood" shall mean a group of Units subject to Neighborhood Documents and operated by a Neighborhood Association. There are two Neighborhoods: The Hammocks-Preserve, a Condominium and The Hammocks-Villas, a Condominium.

"Neighborhood Association" shall mean the condominium association formed pursuant to Neighborhood Documents for the purpose of operating a Neighborhood. There are two Neighborhood Associations: The Hammocks-Preserve Condominium Association, Inc. and The Hammocks-Villas Condominium Association, Inc.

"Neighborhood Documents" shall mean, collectively, the declaration of condominium together with articles of incorporation, bylaws, and rules and regulations by which a Neighborhood Association administers a Neighborhood.

"Neighborhood Expenses" shall mean the actual and estimated expenses which the Master Association incurs or expects to incur for the benefit of Owners of property within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to the Hammocks Documents or in the Neighborhood Documents. Neighborhood Expenses shall be assessed to the Owners of all Units in the Neighborhood.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Hammocks Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" or "Hammocks Properties" shall mean the real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article VIII.

"Special Assessment" shall mean any assessment in addition to the Annual Assessments authorized herein, levied by the Master Association, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Master Declaration.

"Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded, or obstructed. This term includes exfiltration trenches, Wetland Conservation areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403 (1)-(5) of the Florida Statutes. The Hammocks Cape Haze Surface Water Management System includes those works authorized by SWFWMD to the SWFWMD Permit.

"Unit" shall mean a condominium parcel, as that term is defined in Chapter 718, Florida Statutes, herein called the "Condominium Act," pursuant to a recorded declaration of condominium affecting all or part of the Hammocks Properties, and for which a certificate of occupancy has been issued.

"Voting Interest" shall mean the appurtenant vote of each Unit located within Hammocks Cape Haze. Each Unit shall have an appurtenant vote of one (1) vote per Unit.

Section 2. Interpretations. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the term

"including" or "include" is without limitation. Wherever any time period in the Hammocks Documents is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. Unless the context expressly requires otherwise, the term "Common Area", "Unit", and "Hammocks Property" include any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon. Unless the context requires otherwise, the terms "Assessment" or "Assessments" shall mean any Assessments made in accordance with this Master Declaration and imposed, established, and collected by the Master Association from time to time, including without limitation, Annual Assessments, Special Assessments, Individual Assessments, Neighborhood Assessments and Special Use Fees. This Master Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Hammocks Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Master Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe, or apply its substantive provisions.

ARTICLE II DEVELOPMENT PLAN

Section 1. Operation, Maintenance, and Repair of Common Areas. The purpose of the Master Association shall be to operate, maintain and repair the Common Area and any improvements thereon, including without limitation, any SWMS, lakes, retention areas, culverts and/or related appurtenances which may be located within the Hammocks Properties; to maintain and repair the Club Facilities; to maintain the decorative entranceways to the Hammocks Properties; to maintain the Roadway within the Hammocks Properties; to maintain and repair the gatehouse; to maintain and repair the surface of certain walls and fences, bordering the Hammocks Properties and bordering the streets within the Hammocks Properties, including the entranceway; to maintain and repair any irrigation facilities servicing land which the Master Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, streets within the Hammocks Properties, or other areas designated by the Board; to maintain any Neighborhood Property to the extent such property is not maintained by a Neighborhood Association; to enforce the covenants, conditions and restrictions of any Neighborhood Association; and take such other action as the Association is authorized to take with regard to the Hammocks Properties pursuant to the Hammocks Documents.

Section 2. Roadway. The Common Areas include paved asphalt roadways within the Hammocks Properties. The Declarant granted easements for ingress and egress over and across the roadways located on Hammocks Properties to Owners, their guests, and invitees and to emergency vehicles. Without limiting any other provision of this Master Declaration, Master Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including without limitation, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Master Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of the Master Association. Master Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Master Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

Section 3. Irrigation Facilities. The irrigation facilities located in the Common Area shall be owned and maintained by the Master Association. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR UNIT ACKNOWLEDGES AND AGREES THAT THE IRRIGATION SYSTEM MAY UTILIZE A WATER SUPPLY FROM A WELL OR LAKE. SUCH WATER IS TO BE USED FOR THE PURPOSE OF IRRIGATION TO THE COMMON AREAS ONLY. THE WATER FROM THESE SOURCES MAY OR MAY NOT HAVE A HIGH CONCENTRATION OF IRON WHICH CAN CAUSE STAINING. EACH OWNER ACCEPTS BY THE ACCEPTANCE OF A DEED TO THEIR UNIT THAT IT MAY BECOME NECESSARY TO INSTALL A TREATMENT SYSTEM TO THE IRRIGATION WATER TO PREVENT STAINING ON THE UNIT, AND OWNER SHALL BE RESPONSIBLE TO INSTALL SUCH TREATMENT SYSTEM. TO THE EXTENT THAT COMMON AREAS REQUIRE SUCH TREATMENT SYSTEM. IT SHALL BE PAID FOR BY THE MASTER ASSOCIATION AS A COMMON EXPENSE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR UNIT

ACKNOWLEDGES AND AGREES THAT THE MASTER ASSOCIATION SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE IRRIGATION SYSTEM.

Section 4. Retention Walls. The retention walls within the Hammocks Properties shall be maintained, repaired or replaced by the Master Association. The Master Association may perform any such maintenance, repairs or replacement of the retention walls and the costs of such repair shall be included in the Annual Assessments or assessed as a Special Assessment, as applicable. Failure of the Master Association to undertake any such maintenance, replacement or repair on the retention walls shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Boundary Walls. The border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Hammocks Properties or streets bounding its perimeter including a combination of berms, landscaping, and vegetation or other material to provide for buffering shall be part of the Common Areas. The Master Association shall maintain and repair at its expense such boundary walls, if any. The Declarant, for the Association, reserved an easement ten (10) feet wide running parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Hammocks Properties. Once such wall or fence or monuments, or both, have been erected, the Master Association shall have the obligation, which shall be a Common Expense, to maintain, repair and replace such wall or fence and monuments in a neat and aesthetic condition. The Declarant granted the Master Association a non-exclusive perpetual easement over the Hammocks Properties to permit the Master Association to undertake such boundary wall maintenance and painting as it may be responsible for pursuant to this Master Declaration. Owners shall not alter or modify such boundary wall, including, without limitation, the color of such boundary wall. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Master Association.

Section 6. Access Control System. Declarant installed Access Control System facilities for Hammocks Cape Haze which shall be operated and maintained by the Master Association as a Common Expense. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT MASTER ASSOCIATION, AND ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A RESIDENTIAL DWELLING.

Section 7. Insurance. The Board or its duly authorized agent, shall obtain blanket all-risk property insurance, if reasonably available, for all insurable improvements on the Common Areas, including but not limited to, the Club Facilities. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Premiums for all insurance on the Common Areas, and for the general liability, errors and omissions, worker's compensation and other insurance policies obtained and maintained by the Master Association, shall be Common Expenses.

Section 8. Alterations or Additions to Common Areas. The Master Association shall not undertake material alterations or substantial additions to the Common Areas, including but not limited to a discontinuance of an original designated use, without the affirmative vote of not less than two-thirds of the Voting Interests of the Members participating at a duly noticed Membership meeting except that Membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Areas, even if the work would otherwise constitute a material alteration or substantial addition; (2) the installation and use of energy efficient devices in Common Areas for the benefit of all Owners; or (3) for material alterations or substantial improvements in the Common Areas where the expense to the Master Association is equal to or less than ten percent (10%) of the Master Association budget, including reserves, in the aggregate in any calendar year.

Section 9. Master-Metered Water Usage. Each Owner understands that the water usage for their respective Unit will be metered by a master meter and that a public utility will determine water usage for all of Hammocks Cape Haze. No individual Unit will be sub-metered. Each Owner understands and agrees that by taking title to the Unit, the Owner agrees to pay a pro-rata share of the water usage for all of Hammocks Cape Haze, regardless of the amount of water usage by the Owner of a particular Unit. The cost associated with such master-metered water usage shall be deemed part of the Common Expenses of the Master Association and each Owner shall pay an equal share of such costs. Owners will not receive an itemized bill covering water usage fees and there will be no method for determining the individual costs of water usage to the Unit.

Section 10. Additional Common Area. The Master Association acquired fee simple title to the real property described in Exhibit A-1 attached hereto by warranty deed recorded on December 2, 2014 in Official Records Book 3922, Pages 1716 through 1721, of the Public Records of Charlotte County. By adoption of the 2014 amendment, the real property described in Exhibit A-1 was designated as additional Common Area for the exclusive benefit of the Owners of Units which are part of the Hammocks Properties subject to this Master Declaration. The intent of the 2014 amendment was to satisfy Section 193.023(5) and 718.120, Florida Statutes so that the real property shall not be subject to separate assessment for ad valorem or non-ad valorem taxes. The Board is hereby authorized to take further action as may be reasonably necessary to qualify for the exemption under the referenced statute, including but not limited to, further amendment to the Master Declaration or other community documents, without subsequent Member vote.

Section 11. Neighborhood Administration. The Neighborhood Association shall administer its respective Neighborhood under the terms and conditions of the respective Neighborhood Documents, but subject to the terms and conditions of the Hammocks Documents and the right of the Master Association to enforce the Hammocks Documents as to all Hammocks Property, including the Units in the Neighborhoods. The Master Association may assign or delegate some of its duties and responsibilities under the Hammocks Documents, in whole or in part, exclusively or non-exclusively, to a Neighborhood Association by an instrument executed by the Master Association. In addition, the Master Association may agree with any Neighborhood Association to maintain all or any portion of any area owned or operated by a Neighborhood Association, and the cost of such maintenance shall be either assessed against the appropriate Owners of Units in the Neighborhood or assessed as a Common Expense of all the Members of the Master Association. Each Neighborhood, upon the affirmative vote, or written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Master Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefitted Units as a Neighborhood Assessment. The Association may, but is not required to, provide such higher level of services.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Master Association from time to time to establish, modify, amend, and rescind reasonable Rules and Regulations regarding use of the Common Area;
- (b) The right of the Master Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;
- (c) The right of the Master Association to suspend the voting rights of an Owner, and right to use of the Common Area by an Owner, an Owner's tenant, guest, or invitee, as provided in the Bylaws;
- (d) The right of the Master Association to dedicate, transfer or mortgage all or any part of the Common Area; provided, however, Master Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of (i) a majority of the Board; and (ii) sixty-six and two thirds (66 2/3%) percent of the Voting Interests participating at a duly noticed meeting of the Members;
- (e) The right of the Master Association to grant easements as to the Common Area or any part thereof;
- (f) The right of the Master Association to otherwise deal with the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers, and (iii) all family or household members of such tenants or contract purchasers provided the

foregoing actually reside upon such Owner's Unit. Any delegation to tenants or invitees of any of the foregoing is subject to the Hammocks Documents and rules and regulations.

Section 3. Easements for Units. Each Owner of a Unit shall have an easement of reasonable size and duration upon, over and across the Units adjacent to it when any part of the Unit or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to lie directly on or over the common side or rear Unit lines between such Unit, such easement being for the purpose of maintenance, repair and reconstruction of the Unit or appurtenant structure originally constructed by Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Unit arising thereby. Each Unit on which such a Unit or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Unit for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or constructed in accordance with this Master Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Unit. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured from any point on the common boundary line between Units along a line perpendicular to such boundary at such point.

Section 4. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Master Association over all utility and drainage easement areas encumbered by recorded easements (which easements shall include without limitation, the right of reasonable access over Units to and from the easement areas). The Master Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation, or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities or communication systems, now or hereafter installed to serve any portion of the Hammocks Properties; provided, however, no such apparatus or facilities shall be installed within a Unit so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Master Association in the exercise of its right hereunder. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas of any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Unit subject to an easement described herein shall require no right, title, or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Master Declaration regarding maintenance of Common Areas, the easement areas of each Unit and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Unit, except for those improvements for which a public authority, the Master Association or utility company is responsible.

The Common Area is defined to include easements under each Unit for the benefit of each respective Unit Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to the Units, which easements shall be maintained exclusively by the Neighborhood Association.

Section 5. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive, or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board.

Section 6. Use of the Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area, nor in any improvement thereon, except as specifically provided herein, without the prior written consent of the Master Association or in accordance with the rules and regulations adopted by the Master Association. Nothing shall be altered on, constructed in, or

removed from the Common Area except with the prior written consent of the Master Association or in accordance with the rules and regulations adopted by the Association.

Section 7. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area, except as approved by the Master Association.

Section 8. Animals. No animals shall be permitted on or in the Common Area at any time, except as may be provided in the rules and regulations of the Master Association.

Section 9. Rules and Regulations. No Owner or other permitted user shall violate the rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 10. Title to Common Area. All or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the public records, or by Quit Claim Deed from the Declarant to the Master Association. The Master Association obtained title to Common Areas by virtue of a deed recorded in Official Records Book 3938, Page 324 et. seq., Public Records of Charlotte County, Florida. Master Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein.

After the conveyance of dedication of any portion of the Common Areas to Master Association, the portion of the Common Areas so dedicated shall be owned, operated, and administered by Master Association for the use and benefit of the Owners of all property interests in Hammocks Cape Haze, including without limitation, Master Association, Owners, and any institutional Mortgagees. Subject to Master Association's right to grant easements, and other interests as provided herein, Master Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds (66 2/3%) percent of the Voting interests participating at a duly noticed meeting of the Members.

Section 11. Additional Unit Easement. In addition to the aforementioned easements, Declarant reserved for the Master Association, the ARC (as defined herein), and their respective grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Unit and the right to enter upon each Unit for the purpose of exercising its and their rights and obligations under this Master Declaration. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 12. Easement for Pedestrian Access. A non-exclusive easement is reserved in favor of the Master Association over and across a strip of land extending three (3) feet on each side of any and all Unit lines within the Hammocks Properties; provided, that, such lines lie between the exterior walls of any two buildings on the Hammocks Properties, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Unit lines, as described above, may be assigned on a non-exclusive basis by the Master Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this easement be used to allow specified pedestrians to walk between buildings on the Hammocks Properties in order to reach any portion of the Common Area.

Section 13. Master Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Hammocks Properties, and for maintenance of the Common Area and all Units for the benefit of the Master Association, and the ARC (as defined herein) and their respective contractors, agents, and licensees.

Section 14. Owner Easements. Owners of Units shall have a non-exclusive easement over the Units of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Units over which he traverses, such user shall be responsible for the repair of the damages. In the event the Units constructed on adjacent Units share a common sidewalk,

both Owners of the adjacent Units and their guests, tenant, and invitees, shall have a non-exclusive easement for ingress and egress over all sidewalks as constructed. In the event such common sidewalk shall require repair, replacement, or maintenance, it shall be the obligation of the Master Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

Section 15. Easement to Provide Landscape Maintenance. The Master Association and its contractors shall have an easement over grassed and landscaped portions of all Hammocks Property for lawn and landscape maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide, and re-sodding, if necessary, as well as any related functions. This easement shall extend to equipment of those maintaining lawns and grassed areas.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Unit, which is subject to Assessments shall be a Member of the Master Association, subject to and bound by the Hammocks Documents and rules and regulations. The foregoing does not include persons or entities that hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for Membership. When any Unit is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members; provided, however, no more than one (1) vote shall be cast in connection with a Unit. An Owner of more than one Unit shall be entitled to one Membership for each Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Assessments, and it shall be automatically transferred by conveyance of that Unit.

ARTICLE V RIGHTS AND OBLIGATIONS OF OWNERS AND THE MASTER ASSOCIATION

Section 1. Responsibilities. The Master Association, subject to the rights of the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order, and repair. The Master Association shall also maintain and care for the land designated in Article II hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Master Association may obtain, employ, and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibility hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Hammocks Documents.

Section 4. Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary.

Section 5. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the Hammocks Documents, or by law and every other right or privilege reasonably implied from the existence of any right to privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. All expenses and costs incurred by the Master Association in performing the rights, duties, and obligations set forth in the Hammocks Documents are hereby declared to be Common Expenses.

Section 7. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area in the Hammocks Properties shall be the responsibility of the Master Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 8. Sprinkling System. The Master Association is hereby granted a non-exclusive easement over, on, under, across and through the Hammocks Properties for the purpose of maintaining, repairing, replacing, and operating the irrigation facilities installed in connection with its development of the Hammocks Properties. No easement pursuant to this section shall exist, however, as to any portion of the Hammocks Properties occupied by any building or improvement constructed as part of a Unit, Common Area facility or other improvements thereon.

Section 9. Surface Water/Stormwater Management System.

(a) The Master Association shall operate, maintain, and manage the SWMS in a manner consistent with the SWFWMD Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the SWMS shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. The Master Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the SWMS shall be as permitted, or if modified, as approved by SWFWMD. The costs of the operation and maintenance of the Surface Water Management System shall be part of the Common Expenses of Master Association included in each Owner's pro rata portion of Annual Assessments.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the SWMS, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Master Association, any governmental entity having jurisdiction and SWFWMD.

(c) No Owner shall in any way deny or prevent ingress and egress by the Master Association, the Charlotte County, or SWFWMD to any drainage areas or SWFWMD for maintenance or landscape purposes. The right of ingress and egress, and easements therefore and hereby specifically reserved and created in favor of the Master Association, SWFWMD, Charlotte County or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Unit shall be increased in size by filling in any drainage areas or other portion of the SWMS. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the SWMS without the prior written consent of the Master Association, Charlotte County, and SWFWMD.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the SWMS including without limitation, easements for maintenance or ingress and egress, shall be removed, if required by the Master Association or SWFWMD, the cost of which shall be paid for by such Owner as an Individual Assessment.

(f) SWFWMD and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Master Declaration which related to the maintenance, operation, and repair of the SWMS.

(g) No Owner of property within the Hammocks Property may construct or maintain any building, Unit, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD and Charlotte County.

(h) SWFWMD has the right to take enforcement action, including civil action for an injunction and penalties, against the Master Association to compel the Master Association to correct any outstanding problem

with the SWMS or if applicable, in mitigation or conservation areas under the responsibility or control of the Association.

(i) If applicable, monitoring and management of the mitigation areas, described in the SWFWMD Permit, shall be the responsibility of the Master Association. Also, if applicable, the Master Association shall be responsible for successful completion of the mitigation in accordance with the success criteria described in the SWFWMD Permit.

UNITS MAY ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE MASTER ASSOCIATION.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, WITHOUT LIMITATION, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Section 10. Waterbodies. MASTER ASSOCIATION DOES NOT MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN HAMMOCKS CAPE HAZE; PROVIDED, FURTHER, THE MASTER ASSOCIATION DOES NOT BEAR ANY RESPONSIBILITY IN ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE MASTER ASSOCIATION. BY ACCEPTANCE OF A DEED TO A UNIT EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY MASTER ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. The Master Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within Hammocks Cape Haze. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

Section 11. Drainage and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, wet retention area, dry retention areas and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas as so adversely affect the same. Such areas are to be maintained by Association in their natural state. A non-exclusive easement shall exist in favor of Master Association, and its designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Hammocks Cape Haze over, across and upon Hammocks Cape Haze for drainage, irrigation, and water management purposes. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigations areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Hammocks Cape Haze and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Hammocks Cape Haze and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this section or the use rights set forth elsewhere in this Master Declaration.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Master Association: (1) Annual Assessments or charges and charges for Common Expenses; (2) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by the Hammocks Documents; (3) Individual Assessments or charges against a particular Unit as may be provided by the terms of this Master Declaration; and (4) Special Use Fees charged in connection with the use of the Club Facilities; and, if applicable (5) Neighborhood Assessments against all Units in a Neighborhood to fund Neighborhood Expenses. Such Assessments and charges, together with interest, administrative late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the Unit against which such Assessment is made. Each such Assessment or charge, together with interest, administrative late fees, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. Except as provided in Section 12 hereof, whenever title to a Unit is transferred for any reason, the Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title, without prejudice to any right the Owner may have to recover from the previous Owner for any amounts paid by the Owner. As provided in the Condominium Act, for purposes of the forgoing, the Master Association is not included within the definition of a "previous owner" in the event it acquires title to a Unit by foreclosure or by deed in lieu of foreclosure.

Section 2. Purpose of Assessments. The Assessments levied by the Master Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Hammocks Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under the Hammocks Documents. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement, and additions thereto; the cost of labor, equipment, materials, management, and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants, and other professional to represent the Master Association when necessary or useful; the maintenance, landscaping, and beautification of the Common Area and such public lands as may be designated by the Master Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Annual Assessments for Common Expenses.

(a) Standard Increases. The Annual Assessment for Common Expenses shall be set by the Board. The Annual Assessment for Common Expenses may be increased each year by a majority vote of the Board not more than fifteen percent (15%) above the Annual Assessment for the previous year.

(b) Special Increases. The Annual Assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds (66 2/3%) percent of the Voting Interests participating at a duly noticed meeting of the Members.

(c) Duty of Board to Fix Amount. The Board may fix the Annual Assessment for Common Expenses at an amount not in excess of the limitations on the Annual Assessment rate established in this Section.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Master Association may levy, in any fiscal year, a Special Assessment payable in full in that year or in installments over two or more years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by the Hammocks Documents or to meet unusual, unexpected, unbudgeted, or non-recurring expenses. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Master

Association, from time to time, and shall be payable at such time or time(s) as determined by the Master Association.

Section 5. Notice of Meeting and Quorum for any Action Authorized Under Section 3. Written notice of any Members' meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At such meeting, the participation of Members entitled to cast thirty percent (30%) of all the votes of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the participation of Members entitled to cast ten percent (10%) of all the votes of Membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, and any property owned by a public or private utility company or public or governmental body or agency.

Section 7. Fixing Annual Assessments: Due Dates. The Board shall fix the amount of the Annual Assessment for Common Expenses against each Unit not later than December 1st of each calendar year for the following calendar year, unless otherwise determined by the Board. Written notice of the Annual Assessment for Common Expenses shall be sent to every Owner subject hereto, provided however, the failure of the Master Association to send notice, or the asserted lack of receipt of such notice, shall not be a defense to non-payment by an Owner. The Board may from time to time determine when the Annual Assessments will be collected by the Association (i.e., monthly, quarterly, or annually). The due date for Special Assessments, Individual Assessments, or Special Use Fees shall be as established by the Board.

Section 8. Lien for Assessments. All sums assessed to any Unit pursuant to the Hammocks Documents, together with interest, administrative late fees, and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a continuing lien on such Unit in favor of the Master Association. After providing the Owner with forty-five (45) days written notice of intent to file a lien, the Master Association may record in the Public Records of Charlotte County, Florida, a claim of lien setting forth amounts claimed due the Association. The lien for Assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FNMA, FHA or VA. Except for liens for all sums secured by a first mortgage in favor of an Institutional Lender, all other lienors acquiring liens on any Unit after the recordation of this Master Declaration in the public records of Charlotte County shall be deemed to consent that such liens shall be inferior to liens for Assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Master Declaration in the public records of Charlotte County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors of the existence of the lien hereby created in favor of the Master Association and the priority thereof. The lien for Assessments provided herein is effective from and after the recording of such lien in the public records of Charlotte County but shall relate back to the date that this Master Declaration was recorded. The Master Association may assess against any Owner, as an Individual Assessment, the costs of collection incurred in connection with the collection of Assessments, or any other costs incurred by the Master Association in connection with the enforcement of the terms of the Declaration against an Owner.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Master Association. Assessments and installments on such Assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum (or the maximum allowable rate by law, whichever is greater) from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the great of \$25.00 or 5% of each installment of the Assessment for each delinquent installment that the payment is late. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. 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 Unit.

Section 10. Foreclosure. After providing the Owner with a forty-five (45) day written notice of intent to foreclose, the lien for sums assessed pursuant to the Hammocks Documents may be enforced by judicial foreclosure by the Master Association in the same manner in which mortgages on real property may be foreclosed under Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any Assessments against the Unit which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as the date the Owner's title is divested by foreclosure. The Master Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Master Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 11. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Unit shall be deemed to have waived any exemption from liens created by the Hammocks Documents or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Master Association by this Declaration, but to be construed in its favor.

Section 12. Subordination of the Lien to Mortgages. Notwithstanding anything to the contrary herein contained, except to the extent of mortgagee liability set forth in the Condominium Act, in the event a first mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Unit or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Unit in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The Master Association shall, upon written request, report to any such First Mortgagee of a Unit any Assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Unit; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Unit encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI. Mortgagees are not required to collect Assessments.

Section 13. Individual Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Unit, and any and all other accrued, liquidated indebtedness of any Owner to the Master Association arising under any provision of the Hammocks Documents, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Master Association against such Owner's Unit after such Owner fails to pay the same when due or upon demand and such default continues for thirty (30) days after written notice.

Section 14. Certificate of Amounts Due. Within ten business (10) days after request by an Owner, purchaser or mortgagee, the Master Association shall provide a certificate stating whether all Assessments and other monies owed to the Master Association by the Owner with respect to the Unit have been paid. The Master Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

Section 15. Uniform Rate of Assessment. Except as otherwise provided herein, both Annual and Special Assessments shall be fixed at a uniform rate for all Units and may be collected on such frequency as determined by the Board.

Section 16. Cable Television, Communication, and Internet Services. The Master Association may, but shall not be obligated to, coordinate, and establish an agreement with one or more service companies for the

provision of cable television, communications and Internet services to the Hammocks community and all Units included therein. If such agreement is established, the fees for the services payable to the service provider(s) shall be a Common Expense payable by the Master Association and shall be included within the annual budget for which the Assessments are levied each year. No Owner may avoid or escape liability for any portion of the Annual Assessments by election not to utilize the services.

Section 17. Acceleration of Assessments. In the event of nonpayment of an Assessment on or before the date when due, at its option, the Master Association may accelerate the Annual Assessments due to the end of the budget year, regardless of whether Annual Assessment installments are not yet due and payable, whereupon the entire budget year's Annual Assessments shall be immediately due and payable, and, at its option, the Master Association may declare all other sums, including Special Assessments, Individual Assessments, Special Use Fees, fines, interest and administrative late fees, immediately due and payable.

Section 18. Other Collection Remedies. To the extent provided in the Condominium Act, Master Association shall have the authority to pursue other collection remedies, including but not limited to recovery of assessments and other unpaid financial obligations from any tenant occupying a Unit owned by a delinquent Owner.

Section 19. Special Use Fees. The Master Association shall have the right to establish from time to time, by resolution or rule or regulation specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner related to the special use of the Club Facilities, including the Clubhouse, or tickets for shows, special events, or performances held in the Clubhouse which are paid initially by the Master Association. Special Use Fees shall be payable at such time or time(s) as determined by the Board. Master Association shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Master Association and shall not offset or reduce the Annual Assessment payable by Owners. For those programs or events, if any, for which tickets are sold, Master Association may adopt rules and regulations as to entitlement of the tickets as Master Association deems necessary.

Section 20. Reserves. The Board shall include reserves in the budget in the manner set forth in the Bylaws.

Section 21. Assessments for Limited Common Area. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments for Common Expenses attributable to Limited Common Area shall be computed by dividing such budgeted Common Expenses by the sum of all Units responsible for such Common Expenses and the resulting "Assessment per Residential Unit" and shall be assessed against, and paid by, only the Members owning such Residential Unit. In the event all the Units in a Neighborhood are subject to Assessment for Limited Common Area expenses, the Assessment may also be referred to as a Neighborhood Assessment. All other costs and expenses associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be assessed as an Individual Assessment only against the Owners identified by as provided above as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

ARTICLE VII ARCHITECTURE AND LANDSCAPING

Section 1. General. No structure or thing shall be placed, erected, installed, or posted on the Hammocks Properties and no improvements or other work, including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, planting or removal of landscaping, or modifications of screened porches, patios ("Activity"), shall take place within the Hammocks Properties, except in compliance with this Article. Any Owner may remodel, paint, or redecorate the interior of his or her Unit without approval; however, modifications of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval. This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Master Association.

Section 2. Architectural Review.

(a) **Architectural Review Committee.** The Master Association shall have jurisdiction over architectural matters hereunder. The Master Association may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an architectural review committee appointed by the Board (the "ARC"). Any such delegation shall specify the scope of responsibilities delegated and shall be subject to the right of the Board to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated. Subject to applicable appeal procedures, decisions of the ARC shall be final. The ARC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion.

(b) **Fees; Assistance.** For purposes of this Article, the Master Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Master Association's annual operating budget as a Common Expense. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

Section 3. Procedures. Prior to commencing any Activity within the scope of this Article, an Owner shall submit an application for approval of the proposed Activity in such form as the Master Association or ARC, as applicable, may specify. Master Association or ARC, as applicable, shall, within forty-five (45) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The Master Association, or the ARC may, in their sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an Owner in the development of acceptable plans and specifications, the Association shall state with reasonable particularity the grounds for such disapproval. Whenever required by the Master Association or the ARC, the Owner shall furnish samples of building materials proposed for use and such additional information as may be reasonably necessary to completely evaluate the proposed improvement. In the event the Owner corrects any objectionable portions, the Owner may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an Owner's plans and specifications either as originally submitted or as subsequently modified, the Master Association or the ARC shall indicate its approval in writing.

In the event that the Master Association or ARC, as applicable, fail to respond within the stated forty-five day (45) period, the Owner seeking approval shall request a response by certified mail, return receipt requested. If the Master Association or ARC, as applicable, fails to respond within 30 days after receipt of such request, approval shall be deemed to have been given, provided, however, that no structure or improvement shall be erected or be allowed to remain which violates the building and use restrictions contained in this Master Declaration. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Section 4. Completion of Work. All construction work must be completed in accordance with the plans, specifications so approved and must be completed within the timeframe set forth in the approval, as applicable.

Section 5. Variances. The ARC or the Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Board or ARC, as applicable, from denying a variance in other circumstances. 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 be considered a hardship warranting a variance.

Section 6. Appeals. Any disputed decision of the ARC shall be submitted in writing to the Board, and any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board for a review within thirty (30) days of the mailing of notice or personal delivery to the Owner of such decision. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

Section 7. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Hammocks Properties but shall not create any duty to any person or entity. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Board or ARC, as applicable, shall not bear any

responsibility for ensuring the structural integrity or soundness of approved construction or modifications. Review and approval do not ensure compliance with building codes and other governmental requirements, or ensure that all Units are of comparable quality, value, or size or of similar design. The Master Association, the Board, the ARC, or member of any of the foregoing shall not be held liable for: (i) soil conditions, drainage, or other general site work, (ii) any defects in plans revised or approved hereunder, or (iii) any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit or other Hammocks Property.

**ARTICLE VIII
SPECIAL PROVISIONS TO COMPLY
WITH REQUIREMENTS OF
HUD, FHA, VA, FNMA, GNMA**

Section 1. Information. The Master Association shall make available to all Owners and to lenders, holders, insurers, or guarantors of any institutional first mortgage encumbering a Unit, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of the Hammocks Documents, and any Rules and Regulations in force from time to time, and/or the most recent annual financial report of the Master Association. Copies of any of the foregoing, and the books and records of the Master Association shall be available for inspection, upon request, during normal business hours.

Section 2. Lender's Notices. Upon written request to the Master Association, identifying the name and address of the holder, insurer, or guarantor and the Unit number or address, any institutional mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of Assessments or charges owed by the Owner of the Unit encumbered by its mortgage.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Duration. The covenants, conditions and restrictions of this Master Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Master Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Amended and Restated Master Declaration is recorded in the Public Records of Charlotte County, Florida after which time the covenants, conditions and restrictions contained in this Master Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty percent (80%) of the Units agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Charlotte County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. The Master Association, and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Hammocks Documents. Failure of the Master Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of the Hammocks Documents, he shall bear all expenses of the litigation,

including court costs and reasonable attorneys' fees, including those on appeal, incurred by the party enforcing them.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Master Declaration and such other provisions shall remain in full force and effect.

Section 4. Amendments. This Master Declaration may be amended from time to time as provided in this Section.

(a) By the Members.

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

(2) Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board, or by not less than 20% of the Voting Interests of the Members.

(3) Approval. Except as otherwise required by law, a proposed amendment shall be adopted if it is approved by not less than a two-thirds of the Voting Interests of the Members participating at a duly noticed Membership meeting.

(4) Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Charlotte County.

(b) By the Board.

(1) The Board, by a majority vote of the entire Board, may affect an amendment to the Master Declaration in any of the following circumstances:

(i) To bring the Master Declaration into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

(ii) If the Board determines, in the reasonable exercise of its judgment, that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.

(iii) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

(2) Provided, however, that no Board adopted amendment to the Master Declaration pursuant to this Section shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, not less than two-thirds of those participating may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no two-thirds vote of the Voting Interests of the Members participating against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting.

(c) SWFWMD Restrictions on Amendments. Any amendment to this Declaration which would affect any SWMS located within the Properties shall have the prior approval of SWFWMD; such approval need not be recorded. No amendment shall be effective unless it is recorded in the Charlotte County Public Records.

Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner, or, if the Owner has consented in writing to receive notices via electronic transmission, when the notice has been sent via the electronic transmission method chosen by the Owner.

Section 6. Authority of the Board. Except when a vote of the Voting Interests is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board and the Master Association and the Owners shall be bound thereby.

ARTICLE X LIMITED COMMON AREAS

Section 1. Limited Common Areas.

(a) Purpose. Certain portions of the Common Area have been designated as Limited Common Area and reserved for the exclusive use or primary benefit of one or more Owners; provided that, such Owners reside in a Unit to which the Limited Common Area is appurtenant. Limited Common Areas include sidewalks and driveways. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be assessed as an Individual Assessment only against the Owners identified by as provided above as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

(b) Maintenance. The Master Association shall have responsibility for the management and control of Limited Common Area. All costs of the Master Association with respect to the Limited Common Area shall be assessed as an Individual Assessment only against the Owners identified by as provided above as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

ARTICLE XI MASTER ASSOCIATION LIABILITY

THE MASTER ASSOCIATION SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER THE MASTER ASSOCIATION, NOR ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE HAMMOCKS PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCE HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE HAMMOCKS PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEMAND TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ARTICLE XII USE RESTRICTIONS

The following Use Restrictions shall apply to all Units within Hammocks; provided, however, Neighborhoods may be subject to more restrictive use restrictions as set forth in Neighborhood Documents. Each Owner must comply with the following:

Section 1. Alterations and Additions. No material alteration, addition or modification to a Unit or material change in the appearance thereof, shall be made without the prior written approval thereof being first and obtained from the ARC as required by this Master Declaration.

Section 2. Motor Vehicles.

(a) Parking. Motor vehicles shall be parked in the garage, driveway, or parking lot, as appropriate, and shall not block the sidewalks. No vehicles of any nature shall be parked on any portion of Hammocks except on the surfaced parking area thereof. To the extent Hammocks has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment, and the like, shall be parked in Hammocks except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Hammocks.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Hammocks for more than twelve (12) hours, except in the garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within Hammocks, except in the garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin or unsightly covers on vehicles shall be permitted anywhere within the public view.

(c) Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle (except for small recreational vehicles permitted in subsection 'a' above), boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Hammocks except in the garage of a Unit. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Hammocks. No vehicle shall be used as a domicile or residence either temporarily or permanently.

(d) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Master Association and its designated towing service the right to enter a Limited Common Area and tow vehicles in violation of this Master Declaration. Neither the Master Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 3. Commercial Activity. Except for administrative offices of the Master Association and operation of the Club, no commercial or business activity shall be conducted within Hammocks, including without limitation, within any Unit. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Unit business office within a Unit for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Units unless the Board provides otherwise in the rules and regulations. No Owner may actively engage in any solicitations for commercial purposes within Hammocks Cape Haze. No solicitors of a commercial nature shall be allowed within Hammocks, without the prior written consent of Association. No day care center or facility may be operated out of a Unit. No garage sales are permitted, except as permitted by Master Association.

Section 4. Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas except in areas designated for those purposes by Master Association. The Master Association shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Hammocks.

Section 5. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weathervanes, or flagpoles shall be installed or placed within or upon any portion of Hammocks without the prior written approval of the Master Association or its ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Unit in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The Master Association or its ARC may establish standards for holiday lights. The Master Association or its ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Unit).

Section 6. Garages. No garage shall be converted into a general living area unless specifically approved by the Master Association or its ARC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 7. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung, or exposed so as to be visible outside the Unit.

Section 8. Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of Hammocks. All laws, zoning ordinance and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification, or repair of a portion of Hammocks shall be the same as the responsibility for maintenance and repair of the property concerned.

Section 9. Leases. Units may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms of a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit.

Section 10. Drones. Drones (defined for purposes herein as a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift, (2) can fly autonomously or be piloted remotely, and (3) is designed to be recoverable), also referred to as "unmanned aerial vehicles" or an "unmanned aircraft system," shall not be permitted to be flown within the Hammocks Property, unless such drone (a) is registered with the Federal Aviation Authority, to the extent required, (b) is operated by an individual duly licensed by the Federal Aviation Authority, to the extent required, (c) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements, (d) is flown within the Hammocks Property in a manner not to interfere with an Owner's reasonable expectation of privacy with respect to such Owner's property, (e) is not utilized in any fashion to spy or otherwise peer into the Unit, (f) is not utilized to harass any person with respect to private property or the Common Areas, and (g) is utilized in a manner not to cause injury to person or property. If permitted by law, the Master Association may require registration of drones, including proof of liability insurance coverage. The operator of such drone shall be solely responsible for any injury to person or property which results from use of such drone. An operator's or Owner's failure to comply with the terms and provisions of this section shall constitute a nuisance under this Master Declaration and a violation. In no manner shall the Master Association be deemed to be a guarantor or protector of an individual's right to privacy with respect to any drones that are flown within the Hammocks Property, and the Master Association

shall only undertake actions under this section (a) upon Master Association representatives having direct knowledge and evidence of a violation or (b) following receipt of a written claim from an offended Owner and subsequent inspection by the Master Association and determination of a violation. The foregoing provisions shall in no manner be deemed to limit an Owner's private right to damages for any violation.

Section 11. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Hammocks is permitted. No firearms shall be discharged within Hammocks, provided however, the Board shall have the authority to authorize hunting or trapping of nuisance animals, including but not limited to feral hogs. Nothing shall be done or kept within the Common Areas, or any other portion of Hammocks, including a Unit which will increase the rate of insurance to be paid by Association.

Section 12. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on Hammocks, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or on Hammocks.

Section 13. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Hammocks that is visible from the outside without the prior approval being first obtained from the Master Association or its ARC; provided, however, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed 4 ½ feet by 6 feet.

No "For Sale," "For Rent" signs or other signs advertising the sale, renting, or leasing of a Unit shall be displayed on or within any Unit. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration, or other improvement upon or the sale or leasing of the Units shall be permitted. No signs shall be permitted to be displayed on or within vehicles parked or kept within Hammocks and visible from the outside, including without limitation, lettering or display on a vehicle in a trade or business.

Section 14. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Hammocks. No basketball backboards, skateboard ramps, or play structures will be permitted.

Section 15. Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Hammocks. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody.

Section 16. Wetlands and Mitigation Areas. The Common Areas include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same.

Section 17. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval of the Master Association or its ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the Master Association or its ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Master Association or its ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white, or wood tones.

**ARTICLE XIII
CLUB PLAN**

Section 1. Benefits of Club. Master Association and each Owner, by acceptance of title to a Unit, ratify and confirm this Club Plan and agree as follows:

(a) Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with Hammocks in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every Unit in Hammocks shall be burdened with the payment of Annual Assessment, which shall include costs and expenses in connection with the Club Plan. Every Owner, by acceptance of a deed to any Unit, shall automatically assume and agree to pay all Annual Assessments owing in connection with such Unit.

(b) Value. By acceptance of a deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Hammocks and any part thereof more valuable than it would be otherwise. All Owners agree that the provisions and enforceability of this Club Plan are mutually beneficial.

(c) Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Club Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

Section 2. Rights of Club Members. Each Club Member and Immediate Family Members, and the guests and invitees of Club Members and Immediate Family Members, shall have such non-exclusive rights and privileges to use the Club Facilities. In order to exercise the rights of a Club Member, a person must be a resident of the Unit. If a Unit is owned by a corporation, trust, or other legal entity, or is owned by more than one family, than the Owner(s) collectively shall designate up one (1) person residing in the Unit who will be the Club Member of the Club with respect to such Unit.

Section 3. Club Facilities. The Club Facilities include: (i) a clubhouse, various staff offices, and various social rooms, dining facilities and dining room ("the Clubhouse"); (ii) a fitness center with fitness room and fitness-related equipment; (iii) an outdoor swimming pool and surrounding deck area and (iv) pickle ball and tennis courts.

Section 4. Operations. The Club shall be under the complete supervision and control of Master Association until Master Association, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party such as Club Manager, if ever, as hereinafter provided. At any time, Association may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Master Association. Without limiting the foregoing, the Club Manager, if so agreed by Master Association, may file liens for unpaid Special Use Fees against Units, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

Section 5. General Restrictions. Each Club Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

(a) Minors. Except as provided below, minors are not permitted to use the Club Facilities without adult supervision. Minors under fourteen (14) years of age or older are permitted to use the pool or tennis and pickle ball courts without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the Club Facilities caused by such minors.

(b) Responsibility for Personal Property and Persons. Each Club Member assumes sole responsibility for the health, safety, and welfare of such Club Member, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Club Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Club Members thereunder.

(c) Personal Property. The Club is not responsible for any loss or damage to any private property used, placed, or stored on the Club Facilities. Without limiting the foregoing, any person parking a motor vehicle within the parking areas of the Club Facilities, if any, assumes all risk of loss with respect to his or her motor vehicle in the parking areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

(d) Activities. Any Club Member, Immediate Family Member, guest, or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Club Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, or arranged at the Club, caused by any Club Member, Immediate Family Member, or guest. No Club Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising, or other purposes without the prior written consent of Master Association or Club Manager, which consent may be withheld for any reason.

(e) Indemnification. Each Club Member, Immediate Family Member, and guest agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against Master Association and Club Manager, their officers, partners, agents, employees, affiliates, directors, and attorneys (collectively, "Indemnified Parties"), any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Club Member's use of Club Facilities, including, without limitation, use of the Club Facilities by Club Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Rules and Regulations and/or from any act or omission of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Indemnified Parties' insurance policies.

(f) Attorneys' Fees. Should any Club Member or Immediate Family Member bring suit against Master Association or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Club Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of each suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Section 6. Violation of Club Rules and Regulations.

(a) Basis for Suspension. The membership rights of a Club Member may be suspended by the Association if, in the sole judgment of the Master Association:

(1) each person is not an Owner or a Lessee;

(2) the Club Member violates one or more of the Club Rules and Regulations;

(3) an Immediate Family Member, a guest or other person for whom a Club Member is responsible violates one or more of the Club Rules and Regulations;

(4) an Owner fails to pay any Assessments authorized pursuant to the terms of this Master Declaration in a proper and timely manner; or

(5) a Club Member and/or guest has injured, harmed, or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed, or stolen any personal property within the Club Facilities, whether belonging to an Owner, third party or to the Association.

(b) Types of Suspension. Association may restrict or suspend, for cause or causes described in the preceding Section, any Club Member's privileges to use any or all of the Club Facilities. By way of an example, and not as a limitation, Master Association may suspend the use rights of a Lessee if such Lessee's Owner fails to pay assessments due in connection with a leased Unit. In addition, the Master Association or Club Manager may suspend some use rights while allowing a Club Member to continue to exercise other use rights. For example, the Master Association or Club Manager may suspend the rights of a particular Club Member (and/or Immediate Family Member) or the Master Association or Club Manager may prohibit a Club Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No Club Member whose privileges have been fully or partially suspended shall, on action of any such restriction or suspension, be entitled to any refund or abatement of assessments or any other fees. During the restriction or suspension, assessments shall continue to accrue and be payable each month. Under no circumstance will a Club Member be reinstated until all assessments and other amounts due to the Association are paid in full.

The Board of Directors hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Master Declaration this 15 day of February, 2021.

Paul T Freeman

Witness signature
Paul T Freeman

Print name of witness
Brenda D. Himmelhaver

Witness signature
BRENDA D. HIMMELHAVER

Print name of witness

The Hammocks Master Association, Inc.

Deborah K. Sales Maysack

By: Deborah K. Sales Maysack, President

Carolyn Maddy-Bernstein
Attest: Carolyn Maddy-Bernstein, Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2021 by Deborah Maysack, as President, and Carolyn Maddy-Bernstein, as Secretary, of The Hammocks Master Association, Inc., on behalf of the Association. The above-named persons are personally known to me or have produced _____ as identification. If no type of identification is indicated the above-named persons are personally known to me.

Brenda D. Himmelhaver
Notary Public



EXHIBIT "A"

A PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(O.R. BOOK 801, PAGE 2134)

THE SOUTH 1 / 2 OF LOT 30, GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, AND ALL OF THAT PART OF LOT 29 OF GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, LYING EAST OF THE RIGHT-OF-WAY OF STATE ROAD 775, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 19, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO:

(O.R. BOOK 698, PAGE 1088)

THE SOUTH 1 / 2 OF LOT 31, TEN ACRE FARMS OF THE GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST AND RECORDED IN PLAT BOOK 1, PAGE 19, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

ALSO:

(O.R. BOOK 614, PAGE 4)

GASPARILLA PINES-TRACT 7

A PARCEL OF LAND ALL LYING AND BEING IN SECTIONS 27 AND 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST; THENCE N.00°02'07"E., ALONG THE WEST LINE OF SAID SECTION 27, FOR A DISTANCE OF 341.60 FEET FOR A POINT OF BEGINNING; THENCE N.89°56'01"W., ALONG THE SOUTH LINE OF THE N. 1/2 OF TRACTS 30 AND 31, "TEN ACRE FARMS" OF THE GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, RECORDED IN PLAT BOOK 1, PAGE 19 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, FOR A DISTANCE OF 1346.58 FEET TO THE EASTERLY R/W OF STATE ROAD NO. 775 (100' R/W); THENCE N.00°55'00"E., ALONG SAID EASTERLY R/W OF STATE ROAD NO. 775 FOR A DISTANCE OF 737.84 FEET; THENCE S.89°56'15"E., ALONG THE NORTH LINE OF TRACT 27, PER SAID PLAT OF "TEN ACRE FARMS", 902.54 FEET, MORE OR LESS, TO THE WATERS OF LEMON CREEK; THENCE CONTINUE S.89°56'15"E., 127 FEET, MORE OR LESS TO THE CENTERLINE OF SAID LEMON CREEK; THENCE SOUTHEASTERLY MEANDERING SAID CENTERLINE OF LEMON CREEK 350 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 28 WHICH LIES N.00°02'07"E., 557 FEET, MORE OR LESS FROM THE POINT OF BEGINNING; THENCE N.00°02'07"E., ALONG SAID EAST LINE OF SECTION 28, FOR A DISTANCE OF 181 FEET, MORE OR LESS, TO A POINT BEING THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 27 EXTENDED EASTERLY AND THE EAST LINE OF SAID SECTION 28; THENCE CONTINUE N.00°02'07"E., ALONG THE EAST LINE OF SECTION 28 FOR A DISTANCE OF 275.89 FEET; THENCE N.67°00'00"E., 217.83 FEET; THENCE S.00°02'07"W. AND PARALLEL WITH THE EAST LINE OF SECTION 28 FOR A DISTANCE OF 1099.09 FEET; THENCE N.89°56'01"W., 200.46 FEET TO THE POINT OF BEGINNING.

ALSO:

(O.R BOOK 1394, PAGE 1405)

GASPARILLA PINES TRACT NO. 8

A PARCEL OF LAND LYING AND BEING IN SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SECTION 27, TWP. 41 S, RGE. 20 E.; THENCE N.00° 02'07"E., ALONG THE WEST LINE OF SAID SECTION 27 FOR A DISTANCE OF 341.61', THENCE S.89°56'01"E., 200.46' TO A POINT ON A CURVE CONCAVE TO THE NORTHEASTERLY WHICH HAS A RADIUS OF 600.00' A CENTRAL ANGLE OF 25°30'00" AND A CHORD BEARING OF S.12°42'53"E.; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE 267.04' TO A POINT OF TANGENCY; THENCE S.25°27'53"E. 87.39' TO THE SOUTH LINE OF SAID SECTION 27, THENCE WEST ALONG SAID SECTION LINE 296.59' TO THE POINT OF BEGINNING.

LESS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST; THENCE N.00°02'07" E, ALONG THE WEST LINE OF SAID SECTION 27, FOR A DISTANCE OF 715.42 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 27, N.00°02'08"E., 298.32 FEET; THENCE LEAVING THE WEST LINE OF SAID SECTION 27, N.67°00'00"E., 217.83 FEET; THENCE S.00°02'07"W., 403.39 FEET; THENCE N.90°00'00"W., 46.04 FEET; THENCE S.24°57'47"W., 22.71 FEET; THENCE S.57°17'51"W., 23.39 FEET; THENCE N.86°40'46"W., 31.80 FEET; THENCE N.87°38'49"W., 24.99 FEET; THENCE N.30°22'53"W., 30.94 FEET; THENCE N.38°39'36"W., 34.23 FEET; THENCE N.88°03'38"W., 24.44 FEET; THENCE RETURNING TO THE WEST LINE OF SAID SECTION 27, S.60°34'50"W., 8.00 FEET, TO THE POINT OF BEGINNING; HAVING AN AREA OF 74,091.03 SQUARE FEET, MORE OR LESS.

9/22/2015

Landmark Web Official Records Search

OR BOOK: 3922, PAGE NUMBER: 1718 INSTR# 2311722 PAGE: 3 OF 6

EXHIBIT A -1

PROPOSED PHASES 5, 6, 7, 17 & 18, ALL OF THE HAMMOCKS-PRESERVE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3069, PAGE 1558, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

PROPOSED PRESERVE PHASE 5 (PRESERVE PAD 5):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28 TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00" W., 694.53 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 398.61 FEET; FOR A POINT OF BEGINNING; THENCE WEST 180.00 FEET; THENCE NORTH 103.00 FEET; THENCE EAST 180.00 FEET; THENCE SOUTH 103.00 FEET; TO THE POINT OF BEGINNING.

PROPOSED PRESERVE PHASE 6 (PRESERVE PAD 6):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N 89°56'00"W., 526.23 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N 00°04'00"E, 398.61 FEET, FOR A POINT OF BEGINNING; THENCE WEST 180.00 FEET; THENCE NORTH 103.00 FEET, THENCE EAST 180.00 FEET, THENCE SOUTH 103.00 FEET, TO THE POINT OF BEGINNING.

PROPOSED PRESERVE PHASE 7 (PRESERVE PAD 7):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20

EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W., 1351.30 FEET TO THE EASTERLY R/W OF STATE ROAD NO. 775 (100'R/W); THENCE ALONG SAID EASTERLY R/W OF STATE ROAD NO. 775, AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1095.91 FEET, A CHORD BEARING OF N.00°31'51"E., AND A CHORD DISTANCE OF 14.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY R/W OF STATE ROAD NO. 775, N.00°55'00"E., 737.84 FEET TO THE NORTH LINE OF TRACT 27, TEN ACRE FARMS OF THE GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 19, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S.89°56'15"E., ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 910.15 FEET; THENCE LEAVING THE NORTH LINE OF SAID TRACT 27, S.00°03'45"W., 499.51 FEET, FOR THE POINT OF BEGINNING; THENCE S.42°24'34"E., 103.00 FEET; THENCE S.47°35'26"W., 108.00 FEET; THENCE N.42°24'34"W., 103.00 FEET; THENCE N.47°35'26"E., 108.00 FEET TO THE POINT OF BEGINNING.

PROPOSED PRESERVE PHASE 17 (PRESERVE PAD 17):

A PARCEL OF LAND ALL LYING AND BEING IN SECTIONS 27 AND 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, N.89°12'04"E., 296.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 27, N.25°27'53"W., 87.39 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 500 FEET, A CHORD BEARING OF N.12°42'53"W., AND A CHORD DISTANCE OF 264.84 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 267.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.00°02'07"E., 110.37 FEET; THENCE N.89°57'53"W., 43.76 FEET, FOR A POINT OF BEGINNING; THENCE S.07°25'14"E., 138.00 FEET; THENCE S.82°34'46"W., 107.00 FEET; THENCE N.07°25'14"W., 138.00 FEET; THENCE N.82°34'46"E., 107.00 FEET TO THE POINT OF BEGINNING.

PROPOSED PRESERVE PHASE 18 (PRESERVE PAD 18):

A PARCEL OF LAND ALL LYING AND BEING IN SECTIONS 27 AND 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, N.89°12'04" E., 115.64 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 27, N.00°47'56"W., 85.60 FEET, FOR THE POINT OF BEGINNING; THENCE N.17°47'50"W., 138.00 FEET; THENCE N72° 12'10"E., 107.00 FEET; THENCE S.17°47'50"E, 138.00 FEET; THENCE S.72°12'10"W., 107.00 FEET TO THE POINT OF BEGINNING.

PROPOSED PHASES 4, 7, 8, 9, AND 10, ALL OF THE HAMMOCKS-VILLAS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3073, PAGE 1471, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

PROPOSED VILLAS PHASE 4 (VILLAS PAD 4):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE SAID SECTION 28 N.89°56'00"W., 1207.71 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 46.18 FEET FOR A POINT OF BEGINNING; THENCE N.44°30'30"W., 141.33 FEET; THENCE N.45°29'30"E., 84.67 FEET THENCE S.44°30'30"E., 141.33 FEET; THENCE S.45°29'30"W., 84.67 FEET TO THE POINT OF BEGINNING.

PROPOSED VILLAS PHASE 7 (VILLAS PAD 7):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W., 995.12 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 93.75 FEET FOR A POINT OF BEGINNING; THENCE N.53°00'19"W., 141.33 FEET; THENCE N.36°59'41"E., 84.67 FEET; THENCE S.53°00'19"E., 141.33 FEET; THENCE S.36°59'41"W., 84.67 FEET TO THE POINT OF BEGINNING.

PROPOSED VILLAS PHASE 8 (VILLAS PAD 8):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W, 796.13 FEET;

THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 96.00 FEET FOR A POINT OF BEGINNING; THENCE N.89°56'00"W., 141.33 FEET; THENCE N.00°04'00"E., 84.67 FEET; THENCE S.89°56'00"E., 141.33 FEET; THENCE S.00°04'00"W., 84.67 FEET TO THE POINT OF BEGINNING.

PROPOSED VILLAS PHASE 9 (VILLAS PAD 9):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W., 639.29 FEET; THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 96.00 FEET FOR A POINT OF BEGINNING; THENCE N.89°56'00"W., 141.33 FEET; THENCE N.00°04'00"E., 84.67 FEET; THENCE S.89°56'00"E., 141.33 FEET; THENCE S.00°04'00"W., 84.67 FEET TO THE POINT OF BEGINNING.

PROPOSED VILLAS PHASE 10 (VILLAS PAD 10):

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W., 551.12 FEET, THENCE LEAVING THE SOUTH LINE OF SAID SECTION 28, N.00°04'00"E., 183.01 FEET FOR A POINT OF BEGINNING; THENCE N 89° 56' 00" E. 84.67 FEET; THENCE N. 00° 04' 00" E., 141.33 FEET; THENCE S.89°56'00"E., 84.67 FEET; THENCE S.00°04'00", 141.33 FEET TO THE POINT OF BEGINNING.