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MASTER DECLARATION
FOR
THE HAMMOCKS CAPE HAZE**

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**MASTER DECLARATION
FOR
THE HAMMOCKS CAPE HAZE**

THIS DECLARATION is made on the date hereinafter set forth by THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Charlotte County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "HAMMOCKS CAPE HAZE" on the **Exhibit "A"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, HAMMOCKS MASTER ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth as modified and amended from time to time which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. When used in this 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 and refer to any monthly, quarterly or yearly assessment (as determined by the Board of Directors) or charge for the purpose of operating the 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 Association.~~

"Articles" shall mean the Articles of Incorporation of HAMMOCKS MASTER ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to HAMMOCKS MASTER ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

"Club" shall generally refer the Club facilities subject to additions and deletions made by Declarant from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Declarant shall actually have constructed and/or made available to Owners pursuant to the Club Plan. The Club Facilities are more specifically set forth in Article XIV herein. SO LONG AS CLASS B MEMBERSHIP EXISTS, THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

"Club Manager" shall mean the entity operating and managing the Club, at any time. Declarant or Association may be Club Manager as provided in the Club Plan are more specifically set forth in Article XIV herein. Declarant reserves the right to designate the Club Manager in Declarant's sole and absolute discretion.

"Club Member" shall mean every Owner (other than an Owner who has leased his Residential Dwelling to Lessee) and Lessee; provided, however, for the purposes of Club membership, there shall be only one Owner and Lessee per Residential Dwelling. 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 Residential Dwelling. Once an Owner leases a Residential Dwelling, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Residential Dwelling; however, the Owner and Lessee shall be jointly and severally liable for all assessments.

"Club Plan" shall mean the HAMMOCKS CAPE HAZE Club Plan, together with all amendments and modifications thereto as further detailed in Article XIV of this Declaration.

"Common Area" shall mean and refer to those portions of the Property, and improvements thereon, if any, which the Association has the obligation to maintain for the common use, benefit and enjoyment of all Owners, except that any Limited Common Area may be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of only certain Owners, and their guests and invitees, designated by this Declaration. The Common Areas to be owned by the Association at the time of conveyance of the first Residential Dwelling are described on **Exhibit "D"** attached hereto and incorporated herein by reference. After the date hereof, Declarant may add additional real property and/or interests in real property located within the Property which Declarant determines is reasonably necessary for the development or maintenance of the Common Areas or which any governmental organization or agency may require the Association to

maintain. The term "Common Area" shall include the Exclusive Common Area and Limited Common Area, as defined below. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Common Expense" shall mean and refer to any expense for which a Annual 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 as described in **Exhibit "D"** 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") attached hereto as **Exhibit "E"** and made a part hereof.

"Declarant" shall mean and refer to HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, its successors and assigns. It shall not include any person or party who purchases a Residential Dwelling from HAMMOCKS CAPE HAZE, LLC, nor shall it include any person or party who purchases a Parcel from HAMMOCKS CAPE HAZE, LLC, unless such purchaser of a Parcel specifically is assigned such rights by the Declarant.

"Declaration" shall mean and refer to this MASTER DECLARATION FOR HAMMOCKS CAPE HAZE and any amendments or modifications thereof hereafter made from time to time.

"Exclusive Common Area" shall mean and refer to a portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Article XI.

"FHA" shall mean and refer to the Federal Housing Administration.

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

"FNMA" shall mean and refer to the Federal National Mortgage Association.

"GNMA" shall mean and refer to the Government National Mortgage Association.

"HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

"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 Residential Dwelling 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 Residential Dwelling.

"Individual Assessment" shall mean and refer to any assessment arising out of either or both of the following events and specifically assessed against the appropriate Owner(s) and their respective Residential Dwelling: (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 Association of any maintenance, repair or replacement of any Common Area,

or any other improvements within the Properties, the maintenance, repair and replacement responsibility of which lies with the Association under the provisions of this Declaration.

"Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Dwelling 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 and refer to any mortgage given or held by an Institutional Lender.

"Lessee" shall mean the lessee named in any written lease respecting a Residential Dwelling who is legally entitled to possession of any Residential Dwelling within HAMMOCKS CAPE HAZE. An Owner and Lessee shall be jointly and severally liable for all assessments.

"Limited Common Area" shall mean and refer to any portion of the Common Area designated as Limited Common Area by Declarant from time to time pursuant to the provisions of Article XI, Section 2 of this Declaration.

"Limited Common Area Expense" shall mean Common Expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association with respect to any Limited Common Area.

"Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

"Master Plan" shall mean and refer to the Master Development Plan for HAMMOCKS CAPE HAZE on file with the planning and zoning department of Charlotte County and as the same may be amended or modified from time to time.

"Neighborhood" shall mean and refer to a group of Residential Dwellings designated in a Supplemental Declaration(s) as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association which are not provided to all Residential Dwellings within the Properties. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

"Neighborhood Association" shall mean and refer to any property owners' association, homeowners' association, condominium association or other such entity, their successors and assigns formed pursuant to Neighborhood Association governing documents to be imposed upon any portion of the Property. The owner of any Parcel within the Properties shall be required to form and impose a Neighborhood Association on the Parcel before selling or conveying any a Residential Dwelling constructed on the Parcel.

"Neighborhood Assessments" shall mean and refer to assessments levied against the Residential Dwellings in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

"Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the 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 this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residential Dwelling which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Residential Dwelling or Parcel.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Residential Dwelling has been, or will be, constructed, or upon which Common Area will be or has been situate. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Residential Dwelling.

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

"Residential Dwelling" shall mean and refer to either a Lot or Unit.

"Special Assessment" shall mean and refer to any assessment in addition to the Annual Assessments authorized herein, levied by the 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 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 pursuant to the SWFWMD Permit.

"Unit" shall mean a condominium parcel, as that term is defined in Chapter 718, *Florida Statutes* (2004), herein called the "Condominium Act," pursuant to a recorded declaration of condominium affecting all or part of the Properties, and for which a certificate of occupancy has been issued.

"VA" shall mean and refer to the Veterans Administration.

"Voting Interest" shall mean and refer to the appurtenant vote of each Residential Dwelling located within HAMMOCKS CAPE HAZE, which shall include the voting interests of the Declarant. Each Residential Dwelling shall have an appurtenant vote of one (1) vote per Residential Dwelling; provided, however, subject to the terms of Article IV, Section 2, the Declarant shall be entitled to three (3) votes per Residential Dwelling owned by the Declarant.

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 this Declaration, the Articles or the Bylaws 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", "Common Property", "Lot", "Unit", "Residential Dwelling" and "Property" include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. Unless the context expressly requires otherwise, the terms "assessment" or

~~"assessments" shall mean and refer to any assessments made in accordance with this Declaration and imposed, established and collected by the Association from time to time, including without limitation, Annual Assessments, Special Assessments, Individual Assessments, Neighborhood Assessments and Special Use Fees. This 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 Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this 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 Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area described on **Exhibit "D,"** and any improvements thereon, including without limitation, any SWMS, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain and repair the Club Facilities (as defined herein); to maintain the decorative entranceways to the Properties; to maintain the Roadway (as defined herein) within the Properties; to maintain and repair the gatehouse; to maintain and repair the surface of certain walls and fences, bordering the Properties and bordering the streets within the Properties, including the entranceway; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, streets within the Properties, or other areas designated by the Board of Directors; to maintain any Neighborhood Association 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 Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

Section 2. Roadway. The Common Areas include paved asphalt roadways as described on **Exhibit "D"** (the "Roadway"). The Declarant hereby grants easements for ingress and egress over and across the roadways located on Properties to Owners, their guests, and invitees and to emergency vehicles. There may be additional areas improved as roadway with asphalt or other type road. Although it shall have the right to do so, the Declarant does not represent, warrant, agree or promise to improve additional areas for ingress and egress purposes in the manner above describe, and shall be under no obligation to construct the described improvements. Without limiting any other provision of this Declaration, 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. 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 Association. 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 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. Further Roadway Improvements by the Declarant. The Declarant hereby reserves the right to improve in the manner hereafter set forth, at any time prior the termination of Class B

~~membership, additional ingress and egress roadways. The Declarant shall be under no obligation to construct such improvements, but any such improvements as it may construct shall be at its expense. Following completion of such improvements, however, such improvements shall become part of the Roadway and Common Areas owned by the Association and shall be maintained by the Association. The improvements which the Declarant is authorized by this Section to construct, place or erect shall consist of paving, curbing, irrigation facilities and landscaping similar to those located or constructed on the Properties.~~

Section 4. Irrigation Facilities. The Declarant hereby reserves the right from time to time to improve and expand the existing irrigation facilities in the manner hereafter set forth at any time prior the termination of Class B membership. The Declarant shall be under no obligation to improve or expand such irrigation facilities. Following completion of such expansion and improvement, however, the irrigation facilities shall become part of the Common Area owned and maintained by the Association. The improvements which Declarant is authorized by this Section to make may consist of additional underground sprinkler lines and sprinkler heads, and may be located in, on, under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing irrigation FACILITIES. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING 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. DECLARANT CANNOT DETECT IN ADVANCE WHICH WATER SUPPLY MAY STAIN WALLS, SIDEWALKS, DRIVEWAYS AND SURROUNDING AREAS. EACH OWNER ACCEPTS BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING THAT IT MAY BECOME NECESSARY TO INSTALL A TREATMENT SYSTEM TO THE IRRIGATION WATER TO PREVENT STAINING ON THE RESIDENTIAL DWELLING, 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 ASSOCIATION AS A COMMON EXPENSE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, NOT DECLARANT, SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE IRRIGATION SYSTEM.

Section 5. Retention Walls. The Declarant may construct retention walls within the Properties. Such walls (the "Retention Walls") shall be maintained, repaired or replaced by the Association. The 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 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. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retention Walls.

Section 6. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas, or other land adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any. The Declarant, for itself and its successors and assigns and for the Association hereby reserves 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 Properties. Once such wall or fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, 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 hereby grants the Association a non-exclusive perpetual easement over the Properties to

~~permit the Association to undertake such Boundary Wall maintenance and painting as it may be responsible for pursuant to this Declaration. Owners other than Declarant 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 Association, or other parties. Notwithstanding anything contained in this Section to the contrary, Declarant neither commits to, nor shall hereby be obligated to, construct such Boundary Walls.~~

Section 7. Access Control System. Declarant may install a tele-entry system at the entrance to HAMMOCKS CAPE HAZE. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for HAMMOCKS CAPE HAZE. So long as there is a Class B member, all contracts for Access Control Systems shall be subject to the prior written approval of Declarant. ASSOCIATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH RESIDENTIAL DWELLING ACKNOWLEDGES THAT DECLARANT, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR RESIDENTIAL DWELLINGS, OR THE PERSONAL PROPERTY LOCATED WITHIN RESIDENTIAL DWELLINGS. DECLARANT AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A RESIDENTIAL DWELLING.

Section 8. Master-Metered Water Usage. Each Owner understands that the water usage for their respective Residential Dwelling will be metered by a master meter and that a public utility will determine water usage for all of HAMMOCKS CAPE HAZE. No individual Residential Dwelling will be sub-metered. Each Owner understands and agrees that by taking title to the Residential Dwelling, the Owner agrees to pay a pro-rata share of the of water usage for all of HAMMOCKS CAPE HAZE, regardless of the amount of water usage by the Owner of a particular Residential Dwelling. The cost associated with such master-metered water usage shall be deemed part of the Common Expenses of the 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 Residential Dwelling.

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 Residential Dwelling, subject to the following provisions:

(a) The right of the 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 Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular Annual Assessment levied under this Declaration against his Residential Dwelling remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area; provided, however, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to expiration of the Class B

membership, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the expiration of Class B membership, the approval of (i) a majority of the Board; and (ii) sixty six and two thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(e) The right of the Association to grant easements as to the Common Area or any part thereof;

(f) The right of the Association to otherwise deal with the Common Area,

(g) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas" as described in Article XI.

(h) The right of certain Owners to the exclusive use of those portions of the Common Area designated as "Limited Common Area" as described in Article XI, Section 2 of this Declaration.

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 Residential Dwelling. Any delegation to tenants or invitees of any of the foregoing is subject to this Declaration and the Association's Rules and Regulations.

Section 3. Easements for Residential Dwellings. Each Owner of a Residential Dwelling shall have an easement of reasonable size and duration upon, over and across the Residential Dwellings adjacent to it when any part of the Residential Dwelling 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 Residential Dwelling lines between such Residential Dwellings, such easement being for the purpose of maintenance, repair and reconstruction of the Residential Dwelling 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 Residential Dwelling arising thereby. Each Residential Dwelling on which such a Residential Dwelling 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 Residential Dwelling for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this 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 Residential Dwelling. 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 Residential Dwellings 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 Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Residential Dwellings to and from the easement areas). The 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, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities shall be installed within a Residential Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right

hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. 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 or 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 Residential Dwelling subject to an easement described herein shall acquire 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 Declaration regarding maintenance of Common Areas, the easement areas of each Residential Dwelling and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Residential Dwelling, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Residential Dwelling, unless the Owner of such Residential Dwelling shall consent to such alteration.

The Common Area as provided in Article I is defined to include easements under each Residential Dwelling for the benefit of each respective Residential Dwelling 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 Residential Dwellings, which easements shall be maintained exclusively by the 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 of Directors.

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 Association or in accordance with the Rules and Regulations adopted by the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except with the prior written consent of the 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 Association. This Section, however, shall not apply to the Declarant.

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 Association.

Section 9. Rules and Regulations. No Owner or other permitted user shall violate the Rules and Regulations (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 Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and

~~survey matters. 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. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association shall accept any and all transfer of permits from Declarant, or any other permittee of any permit required by a governmental agency in connection with the development of HAMMOCKS CAPE HAZE, as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE DEDICATED OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.~~

After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Owners of all property interests in HAMMOCKS CAPE HAZE, including without limitation, Association, Declarant, Owners and any Institutional Mortgagees. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to expiration of the Class B membership, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the expiration of Class B membership, the approval of (i) a majority of the Board; and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

Section 11. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Declarant further reserves unto itself, its successors and assigns whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the purpose of ingress and egress to and from, and for utilities to serve, any properties which Declarant or its successors or assigns may now own or hereafter acquire which are adjacent to the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 12. Declarant and Association Easement. In addition to the aforementioned easements, Declarant reserves for itself, the 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 Residential Dwelling and the right to enter upon each Residential Dwelling for the purpose of exercising its and their rights and obligations under this Declaration. Entry into any Residential Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. 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 13. Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of Declarant, the Association, and its and their successors and assigns, over and across a strip of land extending three (3) feet on each side of any and all Residential Dwelling lines within the Properties; provided, that, such lines lie between the exterior walls of any two buildings on the 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 Residential Dwelling lines, as described above, may be assigned on a non-exclusive basis by Declarant and/or the 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 Properties in order to reach any portion of the Common Area.~~

Section 14 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 Properties, and for maintenance of the Common Area and all Residential Dwellings for the benefit of the Association, and the ARC (as defined herein) and their respective contractors, agents and licensees.

Section 15 Owners Easements. Owners of Residential Dwellings shall have a non-exclusive easement over the Residential Dwellings 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 Residential Dwellings over which he traverses, such user shall be responsible for the repair of the damages. In the event the Residential Dwellings constructed on adjacent Residential Dwellings share a common sidewalk, both Owners of the adjacent Residential Dwellings and their guests, tenants 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 Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

Section 16. Easement Over the Grassed Area. The Association and its contractors shall have an easement over grassed portions Common Areas for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions. This easement shall extend to equipment of those maintaining lawns and grassed areas. Although the ultimate responsibility for lawn maintenance rests with each Neighborhood Association, the Neighborhood Association, whether in a condominium form of governance or otherwise may delegate such responsibility to the Association; provided, further, in connection with such delegated responsibility, the Association and its contractors shall have an easement over grassed portions of Neighborhoods for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions

Section 17. Easements Reserved in Common Area for Use in Connection with Other Homeowner Associations and/or Condominiums. Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area not occupied by a building to be used for, by or in connection with any homeowners association development which may hereafter be erected on land now or hereafter owned by Declarant within the Properties, or as may become necessary in providing such developments with utility services, drainage or irrigation facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by Declarant to hereafter construct or develop such other homeowners association developments and Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

Section 18 Use of Undeveloped Properties. For so long as there is any undeveloped property eligible for inclusion in the Properties, Declarant reserves the right to develop such property as single family detached properties, fee simple townhomes, condominium, common area or other uses.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights Every Owner of a Residential Dwelling, which is subject to assessments shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. 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 Residential Dwelling 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 Residential Dwelling. An Owner of more than one Residential Dwelling shall be entitled to one membership for each Residential Dwelling owned. Membership shall be appurtenant to and may not be separated from ownership of any Residential Dwelling which is subject to assessments, and it shall be automatically transferred by conveyance of that Residential Dwelling. The Declarant shall be a member so long as it owns one or more Residential Dwellings.

Section 2. Membership Classifications The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A Class A members shall be Owners of Residential Dwellings located within the real property described in **Exhibit "A"**, provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Residential Dwelling, the vote for such Residential Dwelling shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Residential Dwelling nor shall any split vote be permitted with respect to such Residential Dwelling. Every Residential Dwelling within the Properties, the Owner of which is a Class A member, shall be entitled to one (1) vote.

(b) Class B Declarant shall be the Class B member, and shall be entitled to three (3) votes for each Residential Dwelling owned, provided, however, that as to land which is annexed or added pursuant to Article VIII of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, or submitted to condominium form of ownership, whereupon Declarant shall be entitled to three (3) votes per Residential Dwelling in lieu of the votes per acre.

(c) Termination of Class B From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Residential Dwellings then subject to the terms of this Declaration shall become Class A Residential Dwellings upon the happening of any of the following events, whichever occurs earliest:

- (i) When 90% of the Residential Dwellings are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2020; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VIII hereof, such additional land shall automatically be and become Class B Residential Dwellings. In addition, if following such addition of land, the total votes allocable to all Residential Dwellings then owned by the Declarant (calculated as if all such Residential Dwellings are Class B, whether or not they are) shall exceed the remaining total votes

outstanding in the remaining Class A and Class B membership (i.e., excluding the Declarant), then any Class A Residential Dwellings owned by the Declarant shall automatically be reconverted to Class B. ~~Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.~~

ARTICLE V

RIGHTS AND OBLIGATIONS OF OWNERS AND THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this 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 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 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 responsibilities 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 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 Association's Articles or Bylaws.

Section 4. Insurance. The 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. The Association additionally may, in its sole discretion, cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or 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 Association in performing the rights, duties, and obligations set forth in this Declaration, the Articles of Incorporation or the Bylaws, are hereby declared to be Common Expenses and shall be paid by Class A members.

Section 7. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area in the Properties shall be the responsibility of the 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 Association is hereby granted a non-exclusive easement over, on, under, across and through the Properties for the purpose of maintaining, repairing, replacing and operating such of the irrigation facilities as may have been or may hereafter be installed by the Declarant in connection with its development of the Properties. No easement pursuant to this Section

shall exist, however, as to any portion of the Properties occupied by any building or improvement constructed by the Declarant as part of a Residential Dwelling, Common Area facility or other improvements thereon. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on any Common Area or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

Section 9. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Residential Dwelling, including without limitation, the right to park. The failure to pay fines shall subject the Owner to any and all remedies available to the Association.

Section 10. Surface Water/Stormwater Management System.

(a) The 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 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 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 Association, any governmental entity having jurisdiction and SWFWMD.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the 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 are hereby specifically reserved and created in favor of the Declarant, the Association, SWFWMD, Charlotte County or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Residential Dwelling 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 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 Association or SWFWMD, the cost of which shall be paid for by such Owner as a 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 this Declaration which relate to the maintenance, operation, and repair of the SWMS.

(g) No Owner of property within the Property may construct or maintain any building, residential dwelling, 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 Association to compel the 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 Association. Also, if applicable, the Association shall be responsible for successful completion of the mitigation in accordance with the success criteria described in the SWFWMD Permit.

(j) If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS facilities in accordance with the requirements of the SWFWMD Permit.

RESIDENTIAL DWELLINGS 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 ASSOCIATION

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE 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 11. Waterbodies. NEITHER THE DECLARANT NOR THE ASSOCIATION, MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN HAMMOCKS CAPE HAZE; PROVIDED, FURTHER, THE DECLARANT NOR THE ASSOCIATION 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 DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL DWELLING, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Declarant and 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 12. 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 so as to 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 Declarant, Association, and their 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, mitigation 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 Declaration.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Residential Dwelling within the Properties, hereby covenants, and each Owner of any Residential Dwelling 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 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 this Declaration; (3) Individual Assessments or charges against a particular Residential Dwelling as may be provided by the terms of this Declaration; (4) Special Use Fees charged in connection with the use of the Club Facilities; and, if applicable (5) Neighborhood Assessments against all Residential Dwellings in a Neighborhood to fund Neighborhood Expenses. Such assessments and charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the 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 this Declaration, the Articles and the Bylaws. 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 professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the 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 of Directors. The Annual Assessment for Common Expenses may be increased each year by a majority vote of the Board of Directors 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 (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) Duty of Board to Fix Amount. The Board of Directors 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 Association may levy, in any fiscal year, a Special Assessment applicable to that year only 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 this Declaration. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Association. So long as the Declarant holds title to any Residential Dwelling, no Special Assessments shall be imposed without the prior written consent of the Declarant.

Section 5 Notice of Meeting and Quorum for Any Action Authorized Under Sections 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies 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 presence of members or of proxies 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 Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any Annual Assessment for any Residential Dwelling which it may own, provided, however, Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Annual Assessments and the amount received from Owners, other than the Declarant, in payment of the Annual Assessments levied against their Class A Residential Dwellings. Such difference shall be called the "Deficiency," and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures, Special Assessments, Individual Assessments, Special Use Fees, or Neighborhood Assessments. The Declarant may at any time, give thirty (30) days prior written

notice to the Association terminating its responsibility for the Deficiency, and waiving its right to exclusion from Annual Assessments. Upon giving such notice, or upon termination of Class B membership, ~~whichever is sooner, each Residential Dwelling owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the Annual Assessment established for Residential Dwellings owned by~~ Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, Special Assessments, Individual Assessments, Special Use Fees, or Neighborhood Assessments. Such Annual Assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Residential Dwellings which are subject to the operation of this Declaration. Upon transfer of title of a Residential Dwelling owned by Declarant, the Residential Dwelling shall be assessed in the amount established for Residential Dwellings owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

Section 7. 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, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments for Common Expenses shall commence as to all Residential Dwellings subject thereto upon the conveyance of the first Residential Dwelling from the Declarant to its purchaser. Subject to Section 6 above, the Annual Assessments for any land hereafter annexed or added to the Association pursuant to Article VIII hereof shall commence: (i) as to such Residential Dwelling as are within the annexed area as of the date of annexation, on the first day of the month following annexation; and (ii) as to such Residential Dwelling completed within the annexed area after the date of annexation, on the first day of the month following issuance of a certificate of occupancy therefore. The first Annual Assessment against any Residential Dwelling shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment for Common Expenses against each Residential Dwelling 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. 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, Special Use Fees, or Neighborhood Assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Residential Dwelling pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a continuing lien on such Residential Dwelling in favor of 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 Residential Dwelling after the recordation of this 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 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 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 Declaration was recorded. The 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 Association in connection with the enforcement of the terms of the Declaration against an Owner.

Section 10. Effect of Nonpayment of Assessments; Remedies of the 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 greater 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 Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Residential Dwelling. 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 Residential Dwelling.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the 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 Association any assessments against the Residential Dwelling which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Residential Dwelling 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 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 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Residential Dwelling shall be deemed to have waived any exemption from liens created by this Declaration 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 Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the 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 FHA or VA. The sale or transfer of any Residential Dwelling pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Dwelling Owner from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such First Mortgagee of a Residential Dwelling 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 Residential Dwelling; 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 Residential Dwelling 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 Residential Dwelling 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 14. Individual Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Residential Dwelling, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, 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 Association against such Owner's Residential Dwelling 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 15. Certificate of Amounts Due/Resale Restrictions. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Dwelling have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Dwelling shall be binding upon the Association as of the date of its issuance. NO CONVEYANCE OF A RESIDENTIAL DWELLING, BY PARTIES OTHER THAN THE DECLARANT OR INSTITUTIONAL MORTGAGEES, SHALL BE VALID UNLESS A CERTIFICATE EXECUTED AND ACKNOWLEDGED BY AN OFFICER OF THE ASSOCIATION, STATING THAT ALL ASSESSMENTS LEVIED AGAINST SUCH RESIDENTIAL DWELLING HAVE BEEN PAID IN FULL, IS RECORDED TOGETHER WITH THE INSTRUMENT OF CONVEYANCE. THE BOARD OF DIRECTORS SHALL FURNISH SUCH CERTIFICATE UPON RECEIPT FROM THE RESIDENTIAL DWELLING OWNER OF A REQUEST FORM (WHICH WILL BE PREPARED BY THE ASSOCIATION) SETTING FORTH THE PROPOSED PURCHASER'S NAME, NOTICE ADDRESS AND DATE OF CLOSING. THE NEW OWNER MAY NOT TAKE OCCUPANCY OF THE RESIDENTIAL DWELLING UNTIL HE HAS DELIVERED OR CAUSED TO BE DELIVERED A COPY OF HIS DEED TO THE RESIDENTIAL DWELLING TO THE ASSOCIATION.

Section 16. Uniform Rate of Assessment. Except as otherwise provided herein, both Annual and Special Assessments shall be fixed at a uniform rate for all Residential Dwellings and may be collected on such frequency as determined by the Board of Directors.

Section 17. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Annual 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 cable television service.

Section 18. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Annual 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 visual security service channel.

Section 19. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Annual 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 community bulletin board channel.

Section 20. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Residential Dwelling, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Residential Dwelling for local property tax purposes. Declarant further intends that any

~~assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Residential Dwellings. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area, then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Residential Dwellings within the Property, and the quotient shall be the amount of such Individual Assessment against each Residential Dwelling. In the Board's discretion, such Individual Assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such Individual Assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such Individual Assessment is not an increase in the Annual Assessment subject to the limitations of this Article.~~

Section 21. Acceleration of Assessments. In the event of nonpayment of any assessment on or before the date when due, at its option, the 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 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 22. Working Capital Contribution. There shall be a working capital contribution fee of Six Hundred Twenty Five and no/100 Dollars (\$625.00), which fee shall be paid by each Owner that purchases a Residential Dwelling from the Declarant. The working capital contribution shall be paid at the time of closing and transfer of title on their Residential Dwelling and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as working capital contributions are not to be considered as advance payments of regular Annual Assessments

Section 23. Budgeting and Allocating Neighborhood Expenses. The Board may prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Association is hereby authorized to levy Neighborhood Assessments against all Residential Dwellings in a Neighborhood to fund Neighborhood Expenses. Each such budget shall include any costs for additional services and any contribution to be made to a reserve fund adopted by the Board. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Neighborhood and Special Assessments in such Neighborhood. The Board may prepare a single budget for Neighborhoods with equal assessments and equal share of Exclusive Common Area.

Section 24. Special Use Fees. The Association shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, 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 relating 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 Association. Special Use Fees shall be payable at such time or time(s) as determined by the Board. Association shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of 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, Association may adopt Rules and Regulations as to entitlement of the tickets as Association deems necessary.

~~Section 25. Reserves. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Annual Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Area ("Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. So long as there shall be Class B membership, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason. The Board also may, but shall have no obligation to, include a Reserve for the Exclusive Common Area and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense.~~

Section 26. 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 Residential Dwellings 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. 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 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 Properties, except in compliance with this Article. Any Owner may remodel, paint or redecorate the interior of his or her Residential Dwelling without approval; however, modifications of screened porches, patios, and similar portions of a Residential Dwelling visible from outside the structure shall be subject to approval.

Section 2. Architectural Review.

(a) By Declarant. Until 100% of the Property described on **Exhibit "A"** has been developed and conveyed to Owners, the Declarant retains the right to exercise architectural review under this Article. There shall be no prior surrender of this right except as provided in this Section. Each Owner or occupant, by accepting any interest in any portion of the Properties, acknowledges that, as the developer and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve and enhance the general plan of development for HAMMOCKS CAPE HAZE and do not impair the Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article shall be commenced on such Owner's Residential Dwelling unless and until the Declarant or its designee has given its prior written approval for such Activity, which approval may be granted or withheld in the sole discretion of Declarant or its designee. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in the interest of the Declarant and shall owe no duty to any other person or entity

The Declarant may, in its sole discretion, designate one or more persons or entities from time to time to act on its behalf in reviewing applications hereunder. The Declarant 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 Association's Board of Directors (the "ARC"). Any such

delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Declarant to veto any decision within ten (10) days which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as the Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by the Declarant

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of the Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. Subject to the Declarant's authority in this Article and the Board's discretion to establish review and 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.

(c) Fees, Assistance. For purposes of this Article, the Declarant and/or the 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 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 Declarant, Association or ARC, as applicable, may specify. Declarant, Association or ARC, as applicable, shall, within thirty (30) 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 response may (i) approve the application, with or without conditions, (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Declarant, Association or ARC, as applicable, may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Declarant, Association or ARC, as applicable, fail to respond in a timely manner, the Owner seeking approval shall request a response by certified mail, return receipt requested. If the Declarant, Association or ARC, as applicable, fails to respond within 30 days after receipt of such request, approval shall be deemed to have been given, subject to the Declarant's right to veto approval by the ARC pursuant to this Section. 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. Variances. The Declarant, 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 Declarant, 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. So long as the Declarant owns a Residential Dwelling within the Properties, such variance, if not granted by the Declarant, must be approved in writing by the Declarant and in advance of the commencement of Activity.

Section 5. 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 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 Declarant, 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 does not ensure compliance with building codes and other governmental requirements, or ensure that all Residential Dwellings are of comparable quality, value or size or of similar design. The Declarant, the Association, the Board, any committee, 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 Residential Dwelling.~~

ARTICLES VIII MASTER PLAN

Section 1. Master Plan of Development. The Declarant has on file at its business office, presently located at 1408 N. Westshore Blvd., Suite 116, Tampa, FL 33607, and on file with Charlotte County Planning and Zoning Department, a copy of the master plan of development (the "Master Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such Common Areas or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "Master Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING HAMMOCKS CAPE HAZE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW HAMMOCKS CAPE HAZE WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Declaration shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration; provided, that, the Declarant holds title to such portion of the Properties. The Association shall have no right to withdraw land from the Properties.

Section 4. Annexation.

(a) Additions to Properties and Master Plan

(1) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section 4 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded. Notwithstanding the

~~foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.~~

(2) Master Plan of Development. The Declarant has heretofore submitted to the Charlotte County Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by (i) a majority of the Board; and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to this Declaration with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A"** unless such revocations, modifications or additions

~~are added by a Supplement including a written joinder of the Association approved by (i) a majority of the Board and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present:~~

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(3) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Residential Dwellings thereof as provided in Article IV, Section 2.

(e) Assessment Obligation of the Declarant as to Additions to the Properties The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Residential Dwellings which it owns, upon the same terms and conditions as contained in this Declaration.

Section 5. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the Master Plan and any amendments thereto. Neither the Declarant nor its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

ARTICLE IX

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

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

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Reserves. The Association may establish and maintain, out of assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

Section 4. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Residential Dwelling number or address, any 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 Residential Dwelling encumbered by its mortgage.

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

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

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

Section 5. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, may be provided with fidelity bond coverage at the expense and for the benefit of the Association.

Section 6. Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of this Article to the contrary, so long as Declarant owns a Residential Dwelling within the Properties, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Residential Dwellings or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the master plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Charlotte County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the 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 Declaration is recorded in the Public Records of Charlotte County, Florida, after which time the covenants, conditions and restrictions contained in this 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 Residential Dwellings 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 Association, the Declarant 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 this Declaration or as may

be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, 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 this Declaration or such deed restrictions, 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. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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 Declaration and such other provisions shall remain in full force and effect.

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

(a) General Restrictions on Amendments. Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns, shall own any Residential Dwelling no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration. So long as there is Class B membership, no amendment shall be valid unless approved by the Declarant, as evidenced by its written joinder. 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.

(b) Amendments While Declarant is a Class B Member. So long as the Declarant is a Class B member, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. In the event that the Association shall desire to amend this Declaration while the Declarant is a Class B member, the Association must first obtain the Declarant's prior written consent to any proposed amendment.

(c) Amendments After Class B Membership Ceases to Exist. After the Declarant is no longer a Class B member, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

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.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Residential Dwellings. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7 Approvals Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 8 Mediation/Arbitration of Disputes Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, (b) those regarding any of the Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

Section 9 Warranties Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each Owner of a Residential Dwelling, other than Declarant, 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 acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

~~Section 10. 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 Association and the Owners shall be bound thereby.~~

Section 11. Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of HAMMOCKS CAPE HAZE and sales and re-sales of Residential Dwellings and/or other properties owned by Declarant or others outside of HAMMOCKS CAPE HAZE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of HAMMOCKS CAPE HAZE, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Residential Dwellings. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the termination of Class B membership.

Section 12. Modification. The development and marketing of HAMMOCKS CAPE HAZE will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of HAMMOCKS CAPE HAZE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 13. Promotional Events. Prior to the end of Class B membership, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within HAMMOCKS CAPE HAZE and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market HAMMOCKS CAPE HAZE and Residential Dwellings in advertisements and other media by making reference to HAMMOCKS CAPE HAZE, including, but not limited to, pictures or drawings of HAMMOCKS CAPE HAZE, Common Areas, Parcels and Residential Dwellings constructed in HAMMOCKS CAPE HAZE. All logos, trademarks, and designs used in connection with HAMMOCKS CAPE HAZE are the property of Declarant, and Association shall have no right to use the same except with the express written permission of Declarant.

Section 14. Additional Development. If Declarant withdraws portions of HAMMOCKS CAPE HAZE from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 15. Representations. Declarant makes no representations concerning development both within and outside the boundaries of HAMMOCKS CAPE HAZE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Residential Dwellings and buildings in all other proposed forms of ownership and/or other improvements on HAMMOCKS CAPE HAZE or adjacent to or near HAMMOCKS CAPE HAZE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of

Residential Dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 16. Reliance BEFORE ACCEPTING A DEED TO A RESIDENTIAL DWELLING, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL DWELLING, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A RESIDENTIAL DWELLING THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT HAMMOCKS CAPE HAZE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF HAMMOCKS CAPE HAZE ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO HAMMOCKS CAPE HAZE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF HAMMOCKS CAPE HAZE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO HAMMOCKS CAPE HAZE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF HAMMOCKS CAPE HAZE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

ARTICLE XI

EXCLUSIVE COMMON AREAS AND LIMITED COMMON AREAS

Section 1. Exclusive Common Areas

(a) Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, entry gates, private roads in gated neighborhood, recreational facilities, landscaped areas and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Exclusive Common Areas are assigned.

(b) Designation. Initially, any Exclusive Common Area shall be designated as such in the deed conveying such area to the Association in a supplemental declaration or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Residential Dwellings, and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Article VIII.

(c) Use by Others. The Association may permit Owners of Residential Dwellings in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

Section 2. Limited Common Areas.

(a) Purpose. Certain portions of the Common Area may be 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 Residential Dwelling to which the Limited Common Area is appurtenant. By way of illustration and not limitation Limited Common Areas may include sidewalks, driveways, and landscaped areas. 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) Designation. The designation of Limited Common Area may be made pursuant to this Declaration, a supplement or in the deed of conveyance, or upon the plat, or pursuant to any other written instrument recorded in the Public Records of Charlotte County. Upon such designation of the Limited Common Area, the Owners identified by Declarant as being authorized and entitled to utilize and realize the benefits of such Limited Common Area (and all rights and interests pertaining thereto) shall have the rights to do so as are provided in this Declaration with respect to Common Area. Declarant hereby reserves to itself the right, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, including any Owner, to designate or identify, from time to time, additional Owners as being authorized and entitled to utilize and realize the benefits of any Limited Common Area designated pursuant to this Section. The Declarant hereby designates the driveway areas as Limited Common Areas appurtenant to the Residential Dwelling which they abut.

(c) Maintenance. The Association shall have responsibility for the management and control of Limited Common Area pursuant to and consistent with, its powers and duties established in this Declaration. All costs of the 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. Additionally, any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of members of the Association, shall be decided by a vote of only those members that have been identified herein as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

ARTICLE XII

DECLARANT AND ASSOCIATION LIABILITY

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL 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 DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, 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 PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED 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 INHYABIT 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 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 DEEMED 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 XIII

USE RESTRICTIONS

The following Use Restrictions shall apply to all Residential Dwellings within HAMMOCKS CAPE HAZE; provided, however, Neighborhoods may be subject to more restrictive use restrictions as adopted by the Board of Directors or additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Each Owner must comply with the following:

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

Section 2 Cars and Trucks.

(a) Parking. Owners' automobiles shall be parked in the garage, driveway, or parking lot, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of HAMMOCKS CAPE HAZE except on the surfaced parking area thereof. To the extent HAMMOCKS CAPE HAZE 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 CAPE HAZE except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in HAMMOCKS CAPE HAZE.

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

(c) Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, 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 CAPE HAZE except in the garage of a Residential Dwelling. 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. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant. 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 CAPE HAZE. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Residential Dwelling. 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 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 Residential Dwelling irrevocably grants the Association and its designated towing service the right to enter a Lot or limited common element of any condominium property, and tow vehicles in violation of this Declaration. Neither the 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. By accepting title to a Residential Dwelling, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot, Common Area or limited common element of any condominium property which are in violation of this Declaration. 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 normal construction activity, sale, and re-sale of a Residential Dwelling, sale or re-sale of other property owned by Declarant, administrative offices of Declarant and operation of the Club, no commercial or business activity shall be conducted within HAMMOCKS CAPE HAZE, including without limitation, within any Residential Dwelling. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Residential Dwelling business office within a Residential Dwelling for such Owner's personal use, provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Residential Dwellings 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 CAPE HAZE, without the prior written consent of Association. No day care center or facility may be operated out of a Residential Dwelling. No garage sales are permitted, except as permitted by Association.

Section 4 Completion and Sale of Residential Dwellings. No person or entity shall interfere with the completion and sale of Residential Dwellings within HAMMOCKS CAPE HAZE. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF RESIDENTIAL DWELLINGS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE RESIDENTIAL DWELLINGS IN HAMMOCKS CAPE HAZE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 5 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ARC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout HAMMOCKS CAPE HAZE.

Section 6 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of HAMMOCKS CAPE HAZE without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Residential Dwelling and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Residential Dwelling).

Section 7 Disputes as to Use. If there is any dispute as to whether the use of any portion of HAMMOCKS CAPE HAZE complies with this Declaration, such dispute shall, so long as there is a Class B member, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 8 Garages. Residential Dwellings may have their own garage. No garage shall be converted into a general living area unless specifically approved by the ARC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 9 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 Residential Dwelling.

Section 10 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of HAMMOCKS CAPE HAZE. All laws, zoning ordinances 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

CAPE HAZE shall be the same as the responsibility for maintenance and repair of the property concerned

Section 11. Leases Residential Dwellings 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 Residential Dwelling. Individual rooms of a Residential Dwelling may not be leased on any basis. No transient tenants may be accommodated in a Residential Dwelling.

Section 12. Minor's Use of Club Facilities Parents shall be responsible for all actions of their minor children at all times in and about HAMMOCKS CAPE HAZE. Declarant and Association shall not be responsible for any use of the facilities by anyone, including minors. Rules and Regulations governing the use of the Club by children under the age of eighteen (18) may be adopted by the Association from time to time.

Section 13. 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 CAPE HAZE is permitted. No firearms shall be discharged within HAMMOCKS CAPE HAZE. Nothing shall be done or kept within the Common Areas, or any other portion of HAMMOCKS CAPE HAZE, including a Residential Dwelling which will increase the rate of insurance to be paid by Association.

Section 14. 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 CAPE HAZE, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on HAMMOCKS CAPE HAZE. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any upon or on HAMMOCKS CAPE HAZE.

Section 15. 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 CAPE HAZE that is visible from the outside without the prior approval being first obtained from the ARC as required by this Declaration; 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 1/2 feet by 6 feet.

No "for sale," "for rent" signs or other signs advertising the sale, renting or leasing of a Residential Dwelling shall be displayed on or within any Residential Dwelling. 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 Residential Dwellings shall be permitted. No signs shall be permitted to be displayed on or within vehicles parked or kept within HAMMOCKS CAPE HAZE and visible from the outside, including without limitation, lettering or display on a vehicle used in a trade or business.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within HAMMOCKS CAPE HAZE such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Residential Dwellings. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

Section 16. Sports Equipment No recreational, playground or sports equipment shall be installed or placed within or about any portion of HAMMOCKS CAPE HAZE. No basketball backboards, skateboard ramps, or play structures will be permitted

Section 17. Swimming, Boating and Docks Swimming is prohibited within any of the lakes or waterbodies within or adjacent to HAMMOCKS CAPE HAZE. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody

Section 18. Wetlands and Mitigation Areas It is anticipated that the Common Areas may 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. Such areas are to be maintained by Association in their natural state

Section 19. 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 Residential Dwelling or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Residential Dwelling without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Residential Dwelling without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

ARTICLE XIV

CLUB PLAN

Section 1. Benefits of Club Association and each Owner, by acceptance of title to a Residential Dwelling, 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 CAPE HAZE in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of HAMMOCKS CAPE HAZE which can be improved with a Residential Dwelling 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 Residential Dwelling, shall automatically assume and agree to pay all Annual Assessments owing in connection with such Residential Dwelling.

(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 CAPE HAZE and any part thereof more valuable than it would be otherwise. All Owners and Declarant agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner acknowledges that Declarant is investing substantial sums of money and time in developing the Club Facilities.

(c) Disclosure Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Residential Dwelling and each Owner has, or was afforded the opportunity to, consult with an attorney

(d) 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 his Immediate Family Members, his and their guests and invitees, 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 Residential Dwelling. If a Residential Dwelling is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up one (1) person residing in the Residential Dwelling who will be the Club Member of the Club with respect to such Residential Dwelling.

Section 3 Club Facilities The Club Facilities are contemplated to 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; and (iii) an outdoor swimming pool and surrounding deck area. Declarant shall be the sole judge of the composition of Club Facilities and improvements. So long as the Declarant owns a Residential Dwelling within the Properties, Declarant reserves the absolute right to construct additional Club Facilities and improvements within HAMMOCKS CAPE HAZE, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, Club Facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Club Facilities as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the Club Facilities, improvements, appurtenances, personally (e.g., furniture), color, textures, finishes, or changes or modifications to any of them.

Section 4 Construction of the Club Declarant will construct the Club Facilities at its sole cost and expense. Declarant shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Declarant shall have the unequivocal right to:

(a) develop, construct and reconstruct, in whole or in part, the Club and related improvements within HAMMOCKS CAPE HAZE, and make any additions, alterations, improvements, or changes thereto;

(b) without the payment of rent and without payment of utilities or any cost or expense, maintain leasing and/or sales offices (for sales and resales of Residential Dwellings), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Residential Dwellings, provided further, it is the express intention of this Section that the rights granted Declarant to maintain a sales and information center in the Clubhouse shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property, parcels, lots, dwellings or units which Declarant may own;

(c) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Common Areas for sales, construction storage, or other purposes;

(d) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Common Area in connection with the development or construction of any of the Club Facilities or any improvements located within HAMMOCKS CAPE HAZE;

(e) post, display, inscribe or affix to the exterior of the Clubhouse or any other part of the Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of HAMMOCKS CAPE HAZE including, without limitation, the sale of parcels and Residential Dwellings;

(f) conduct whatever commercial activities within the Clubhouse deemed necessary, profitable and/or appropriate by Declarant;

~~(g) develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion.~~

~~(h) excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Properties, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and~~

(i) all activities which, in the sole opinion of Declarant, are necessary for the development of the Club or any lands or improvements therein

Declarant reserves the absolute right in Declarant's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in assessments.

Section 5. Commercial Space. It is possible that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Declarant may deem appropriate in Declarant's sole and absolute discretion. Declarant may permit Club Members to access any commercial facilities located within the Club Property at Declarant's sole and absolute discretion. Declarant may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Declarant or Club Members, then Declarant shall require such other user(s) to pay a fair and reasonable share of the Club expenses as determined by Declarant in its sole and absolute discretion. Declarant shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space, all of such rents, fees and payments, if any, shall be the sole property of Declarant and shall not offset or reduce the assessments payable by Owners.

Section 6. Operations. The Club shall be under the complete supervision and control of Association until 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 Association. Without limiting the foregoing, the Club Manager, if so agreed by Association, may file liens for unpaid Special Use Fees against Residential Dwellings, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

Section 7. General Restrictions. Each Club Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

(a) Minors. Minors under the age of eighteen (18) years are not permitted to use the Club Facilities without adult supervision. Minors may use the Club Facilities with adult supervision if such minor's parent or legal guardian releases Declarant, Association and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties"), from liability for such use pursuant to consent form(s) provided by Association from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the pool without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Indemnified Parties are not liable for the actions of 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 hereunder.~~

(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 car within the parking areas of the Club Facilities, if any, assumes all risk of loss with respect to his or her car 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 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 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 Declarant 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 such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Section 8. 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 Association:

- (1) such 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 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 example, and not as a limitation, Association may suspend the use rights of a Lessee if such Lessee's Owner fails to pay assessments due in connection with a leased Residential Dwelling. In addition, the Association or Club Manager may suspend some use rights while allowing a Club Member to continue to exercise other use rights. For example, the Association or Club Manager may suspend the rights of a particular Club Member (and/or Immediate Family Member) or the 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 account 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.

Section 9 Release BEFORE ACCEPTING A DEED TO A RESIDENTIAL DWELLING, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL DWELLING, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A RESIDENTIAL DWELLING THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this MASTER DECLARATION FOR THE HAMMOCKS CAPE HAZE to be executed by its duly authorized officers and affixed its corporate seal as of this 20 day of October, 2006.

Signed Sealed and Delivered in the Presence of:

[Signature]
Print Name: John F. Kravec

[Signature]
Print Name: John Raffaele

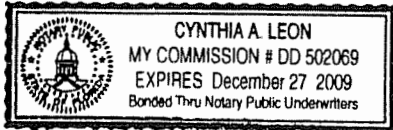
DECLARANT:

HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company

By: [Signature]
Print Name: Randolph S. Merrill
Its: MANAGING MEMBER

STATE OF FLORIDA)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of October, 2006, by Randolph S. Merrill, as _____ of THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, on behalf of the company. (He) [She] is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
Cynthia A. Leon
Print Name
My commission expires:

Exhibits:

- "A" - Property
- "B" - Articles of Incorporation
- "C" - Bylaws
- "D" - Common Areas
- "E" - SWFWMD Permit

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

MORTGAGEE'S CONSENT, SUBORDINATION AND JOINER

23RD This Consent Subordination and Joinder of Mortgagee is made this day of Oct, 2006 by COLONIAL BANK, N.A., a Florida banking corporation ("Mortgagee"):

WITNESSETH

For good and valuable consideration in hand paid, the Mortgagee, as owner and holder of the Mortgage Deed and Security Agreement dated January 15, 2004, recorded January 22, 2004, in Official Records Book 2386, Page 488 ("Mortgage"), of the Public Records of Charlotte County, Florida, securing all of the real property described therein, hereby consents to the making and recording of the Master Declaration for The Hammocks Cape Haze; and

Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained by construed as an assumption by Mortgagee of any obligations of the grantor of the foregoing Declaration.

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

[SIGNATURE AND ACKNOWLEDGMENT APPEAR ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

COLONIAL BANK, N.A., a Florida banking corporation

Barbara Culler
Print Name: Barbara Culler
Melody Fischer
Print Name: Melody Fischer

By: [Signature]
JOE TAGGART
Its: VP

STATE OF FLORIDA)
COUNTY OF Hillsborough) ss:

The foregoing instrument was acknowledged before me this 23RD day of Oct, 2006, by JOSEPH TAGGART, as VP of COLONIAL BANK, N.A., a Florida banking corporation, on behalf of the corporation, who is personally known to me or who has produced as identification.

[Signature]
(Sign name of Notary Public)

(Print Name of Notary Public)

Commission Number: _____

My Commission Expires: _____

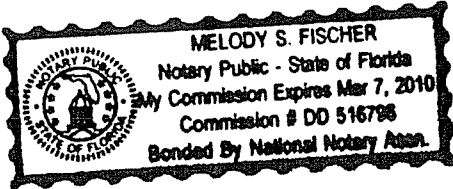


EXHIBIT "A"

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 RW OF STATE ROAD NO. 775 (100' RW); THENCE N.00°55'00"E., ALONG SAID EASTERLY RW 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.



Department of State

I certify from the records of this office that THE HAMMOCKS MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 30, 2006.

The document number of this corporation is N06000009252.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 506A00053337-083106-N06000009252-1/1, noted below.

Authentication Code: 506A00053337-083106-N06000009252-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirty-first day of August, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE HAMMOCKS MASTER ASSOCIATION, INC., a Florida corporation, filed on August 30, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000217646. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000009252.

Authentication Code: 506A00053337-083106-N06000009252-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirty-first day of August, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State