



CFN:2003151022 05-21-2003 03:14 pm

OR Book/Page: 4919 / 2355

PREPARED BY AND RETURN TO:
Stratford Pointe Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 24 day of March, 2003, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes East Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

**HAMMOCK LAKES WEST PHASE ONE
Section 18 Township 28 South, Range 37 East
City of West Melbourne, Brevard County, Florida**

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Search: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

according to the Plat thereof as recorded in Plat Book 50, Page(s) 11,12,13 & 14, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

2. ARTICLE IV PROPERTY RIGHTS AND REQUIREMENTS, Section 7. Conservation Easement Areas is amended to add the following property:

Tracts "H", "F-1" "H-1" and "L-1" and portions of Lots 93-96, inclusive, and portions of Lots 102-106, inclusive, as shown on the Plat of Hammock Lakes West Phase One, as recorded in Plat Book 30, Pages 11,12,13 & 14 inclusive, Public Records of Brevard County, Florida.

3. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 24 day of March, 2003.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness
BONNIE L. KENNEDY

Print Witness Name

Stacy Hale
Witness
Stacy Hale

Print Witness Name

**STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation**

By: [Signature]
HUGH M. EVANS, JR, President



CFN:2003151022

OR Book/Page: 4919 / 2356

**STATE OF FLORIDA
COUNTY OF BREVARD**

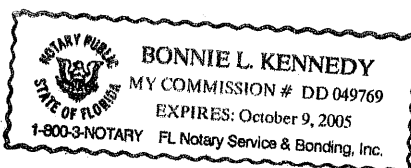
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 24 day of March, 2003.

Bonnie L. Kennedy
Notary
BONNIE L. KENNEDY

Print Notary Name

My Commission Expires:





CFN:2003325393 10-14-2003 03:18 pm
OR Book/Page: 5088 / 3524

PREPARED BY AND RETURN TO:
Stratford Pointe Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 18 day of August, 2003, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; and Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. That certain document recorded in Official Records Book 4778, Page 0166, Public Records of Brevard County, Florida, erroneously omitted the Exhibit "A" legal descriptions. These legal descriptions are attached hereto as Exhibit "A".

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 8	#Names: 2	
Trust: 4.50	Rec: 33.00	Serv: 0.00
Land: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

2. That certain document recorded in Official Records Book 4919, Page 2355, Public Records of Brevard County, Florida, erroneously omitted the Exhibit "A" legal description. That legal description is attached hereto as Exhibit "B".

3. ARTICLE III, Section 10. Fences, Walls, Hedges, Mass Planting of Any Type. contained a scrivener's error in that there are two sub-sections referred to as (d). The second (d) shall become (e) and the original (e) shall become (f) to correct this error.

4. ARTICLE III, Section 10. Fences, Walls, Hedges, Mass Planting of Any Type. sub-section (e) is deleted in its entirety and replaced with the following:

(e) No fence may be constructed of wood, wire, chain link or cyclone style of fencing on any Lot.

5. ARTICLE III, Section 10. Fences, Walls, Hedges, Mass Planting of Any Type. sub-section (f) is deleted in its entirety and replaced with the following:

(f) All fences to be constructed in the Subdivision shall be of uniform design and finish. The design shall be a solid white vinyl/pvc type with no ornamental design at the top. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style of the proposed fence or wall to the Committee for approval.

6. The following sub-section (g) shall be added to ARTICLE III, Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(g) Lots 7-16, inclusive, Hammock Lakes East Phase One, as recorded in Plat Book 49, Pages 44-46; and ~~Lots 17-51~~, inclusive, Hammock Lakes East Phase Two, as recorded in Plat Book 49, Pages 47-49, and Lots 93-101, inclusive, Hammock Lakes West, Phase One, as recorded in Plat 50, Pages 11-14; and Lots 52-70, inclusive, and Lots 76-81, inclusive, Hammock Lakes West Phase Two, as recorded in Plat Book ~~50~~, Pages ~~74-77~~ Public Records of Brevard County, Florida, are considered lake-front/conservation Lots. Any fence constructed along these Lots will have the following restrictions:

- i) Same fence design as indicated in f) above;
- ii) No fence may exceed four (4') feet in height along the rear property line;
- iii) All fences must be four (4') feet in height from the rear property line toward the residence for a distance of 25' (the rear setback line as defined in Article II, Section 10, of the Declaration of Covenants, Conditions and Restriction);
- iv) Fences may increase up to six (6') feet for the remainder of the distance along the property line not to go closer than ten (10') from either side of the front of the residence.



- v) Four (4') feet picket style fence must be used along the rear property line of the lake-front/conservation areas, to permit a view of the lake/conservation areas.
- vi) A gate must be installed along the rear property line to allow homeowners to maintain the area down to the waters edge on all lake lots.

All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the prior written approval and consent of the Committee.

7. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "C" hereof and which is platted as:

HAMMOCK LAKES WEST PHASE TWO
Section 18 Township 28 South, Range 37 East
City of West Melbourne, Brevard County, Florida

according to the Plat thereof as recorded in Plat Book 50, Page(s) 74-77, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

8. ARTICLE IV PROPERTY RIGHTS AND REQUIREMENTS, Section 7.
Conservation Easement Areas is amended to add the following property:

Tracts "I", "J" and portions of Lots 52 and 53, as shown on the Plat of Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, Public Records of Brevard County, Florida.

9. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 18 day of August, 2003.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness

BONNIE L. KENNEDY

Print Witness Name

Stacy Hale
Witness

Print Witness Name

**STRATFORD POINT DEVELOPMENT
COMPANY, a Florida corporation**

By Hugh M. Evans, Jr.
HUGH M. EVANS, JR., President



CFN:2003325393

OR Book/Page: 5088 / 3526

STATE OF FLORIDA
COUNTY OF BREVARD



CFN:2003325393

OR Book/Page: 5088 / 3527

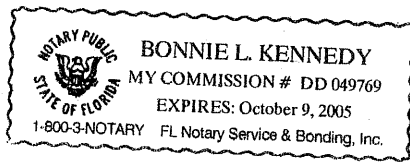
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 18 day of August, 2003.


Notary **BONNIE L. KENNEDY**

Print Notary Name

My Commission Expires:





CFN:2003325393

OR Book/Page: 5088 / 3528

EXHIBIT "A"

LEGAL DESCRIPTION: HAMMOCK LAKES EAST PHASE ONE
(BY SURVEYOR)

A portion of Lots 19, 20, 21 and 28 Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East, of said Brevard County, Florida being more particularly described as follows:

Beginning at the Southwest corner of Tract S, Stratford Pointe Phase Three, according to the plat thereof, as recorded in Plat Book 47, Pages 59-61 of the said Public Records of Brevard County, run North 89°18'58" West along the North Right-of-Way line of Water Control District of South Brevard 48' Right-of-Way per O.R. Book 3511, Pages 4503-4508, of the said Public records of Brevard County, a distance of 214.24 Feet to the POINT-OF-BEGINNING; thence continue North 89°18'58" West along the said North Right-of-Way line, a distance of 1,220.00 Feet; thence North 00°41'02" East, a distance of 145.00 Feet; thence South 89°18'58" East, a distance of 35.27 Feet; thence North 00°41'02" East, a distance of 30.00 Feet; thence South 89°18'58" East, a distance of 47.51 Feet; thence North 00°41'02" East, a distance of 271.65 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 695.00 Feet, and a central angle of 23°43'01"; thence from a tangent bearing of North 42°06'58" West, run Northwesterly along the arc of said curve an arc distance of 287.69 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 95.00 Feet and a central angle of 41°26'42"; thence Northwesterly along the arc of said curve, a distance of 68.72 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 695.00 Feet and a central angle of 18°54'25"; thence Northwesterly along the arc of said curve, a distance of 229.34 Feet; thence North 40°56'14" West, a distance of 145.34 Feet to the point of curvature of a circular curve concave to the East, having a radius of 197.50 Feet and a central angle of 90°00'00"; thence Northerly along the arc of said curve an arc distance of 310.23 Feet; thence North 49°03'46" East, a distance of 21.67 Feet; thence South 40°56'14" East, a distance of 170.00 Feet; thence North 49°03'46" East, a distance of 80.83 Feet; thence South 40°56'14" East, a distance of 172.84 Feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 395.00 Feet and a central angle of 18°54'25"; thence Southeasterly along the arc of said curve an arc distance of 130.35 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 395.00 Feet and a central angle of 41°22'34"; thence Southeasterly along the arc of said curve, a distance of 285.25 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 395.00 Feet and a central angle of 47°46'25"; thence Southeasterly along the arc of said curve, a distance of 329.35 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 310.00 Feet and a central angle of 29°19'56"; thence Southeasterly along the arc of said curve, a distance of 158.70 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 340.00 Feet and a central angle of 52°24'24"; thence Southeasterly along the arc of said curve, a distance of 310.99 Feet; thence South 89°18'58" East, a distance of 433.10 Feet; thence South 00°41'02" West, a distance of 37.70 Feet; thence North 89°18'58" West, a distance of 70.00 Feet; thence South 00°41'02" West, a distance of 120.00 Feet; thence South 89°18'58" East, a distance of 45.00 Feet; thence South 00°41'02" West, a distance of 50.00 Feet; thence North 89°18'58" West, a distance of 19.24 Feet; thence South 00°41'02" West, a distance of 120.00 Feet to the POINT-OF-BEGINNING.

Containing 17.454 Acres of land more or less.

100802

**LEGAL DESCRIPTION: HAMMOCK LAKES EAST PHASE TWO
(BY SURVEYOR)**

A portion of Lots 19, 20, 21, 28 and 29 Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East, of said Brevard County, Florida being more particularly described as follows:

Beginning at the Southwest corner of Stratford Pointe Phase Three, and Tract "S" as recorded in Plat Book 47, Pages 59-61 of the said Public Records of Brevard County, and the North Right-of-Way line of the Melbourne Tillman Drainage District Canal No.71, said point being the POINT-OF-BEGINNING; thence North 89°18'58" West along the said North Right-of-Way line, a distance of 214.24 Feet; thence North 00°41'02" East, a distance of 120.00 Feet; thence South 89°18'58" East, a distance of 19.24 Feet; thence North 00°41'02" East, a distance of 50.00 Feet; thence North 89°18'58" West, a distance of 45.00 Feet; thence North 00°41'02" East, a distance of 120.00 Feet; thence South 89°18'58" East, a distance of 70.00 Feet; thence North 00°41'02" East, a distance of 37.70 Feet; thence North 89°18'58" West, a distance of 433.10 Feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 340.00 Feet and a central angle of 52°24'24"; thence Northwesterly along the arc of said curve an arc distance of 310.99 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 310.00 Feet and a central angle of 29°19'56"; thence Northwesterly along the arc of said curve, a distance of 158.70 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 395.00 Feet and a central angle of 47°46'25"; thence Northwesterly along the arc of said curve, a distance of 329.35 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 395.00 Feet and a central angle of 41°22'34"; thence Northwesterly along the arc of said curve, a distance of 285.25 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 395.00 Feet and a central angle of 18°54'25"; thence Northwesterly along the arc of said curve, a distance of 130.35 Feet; thence North 40°56'14" West, a distance of 172.84 Feet; thence South 49°03'46" West, a distance of 80.83 Feet; thence North 40°56'14" West, a distance of 170.00 Feet; thence North 49°03'46" East, a distance of 180.83 Feet to the point of curvature of a circular curve concave to the South, having a radius of 195.00 Feet and a central angle of 74°52'52"; thence Easterly along the arc of said curve an arc distance of 254.85 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 42.57 Feet, and a central angle of 58°33'47"; thence from a tangent bearing of North 43°10'06" East, run Northerly along the arc of said curve an arc distance of 43.51 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 85.00 Feet, and a central angle of 101°41'44"; thence from a tangent bearing of North 32°55'12" West, run Northerly along the arc of said curve an arc distance of 150.87 Feet; thence North 68°46'34" East, a distance of 27.49 Feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 90.00 Feet and a central angle of 90°26'10"; thence Southeasterly along the arc of said curve an arc distance of 142.06 Feet; thence North 76°39'15" East, a distance of 48.35 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 195.00 Feet, and a central angle of 40°10'18"; thence from a tangent bearing of South 13°20'45" East, run Southeasterly along the arc of said curve an arc distance of 136.72 Feet; thence South 53°31'02" East, a distance of 736.27 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 220.00 Feet, and a central angle of 73°10'09"; thence from a tangent bearing of South 16°08'51" East, run Southeasterly along the arc of said curve an arc distance of 280.95 Feet to the West line of said Stratford Ponte Phase Three; thence run along the said West line for the following three calls: thence South 00°41'02" West, a distance of 254.93 Feet; thence South 89°18'13" East, a distance of 290.00 Feet; thence South 00°41'02" West, a distance of 611.00 Feet to the POINT-OF-BEGINNING. Containing 24.763 Acres of land more or less.

2 OF 2



CFN:2003325393

OR Book/Page: 5088 / 3529

Exhibit "B"

**HAMMOCK LAKES WEST PHASE ONE
LEGAL DESCRIPTION BY SURVEYOR**



CFN:2003325393

OR Book/Page: 5088 / 3530

A portion of Lots 20,21,22,27 and 28 Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East of said Brevard County, Being more particularly Described as follows:

Beginning at the Southwest corner Stratford Pointe Phase Three, according to the Plat thereof, as recorded in Plat Book 47, Pages 59-61; thence North 89°18'58" West along the North Right-of-Way line of Melbourne Tillman Drainage District Canal No.71 and the Westerly extension of the South line of said Stratford Pointe Phase Three, a distance of 1,434.24 Feet to the POINT-OF-BEGINNING; thence continue North 89°18'58" West along said line, a distance of 1,327.76 Feet to the Southeast corner of Woodland Oaks, according to the Plat thereof, as recorded in Plat Book 26, Page 88, of the said Public Records of Brevard County; thence North 00°47'59" East along the East line of said Woodland Oaks, a distance of 1,271.22 Feet to the Northeast corner of said Woodland Oaks and the Southwest corner of said Lot 27, Florida Indian River Land Company; thence South 89°17'28" East along the South line of said Lot 27, a distance of 8.37 Feet to a point lying South 00°38'23" West, a distance of 29.68 Feet from the Southeast corner of Sunset Gardens Subdivision, according to the Plat thereof, as recorded in Plat Book 10, Page 84B, of the said Public Records of Brevard County; thence North 00°38'23" East along the East line and it's Southerly extension of said Sunset Gardens Subdivision, a distance of 590.64 Feet; thence South 89°18'58" East, a distance of 129.66 Feet; thence North 00°41'02" East, a distance of 48.97 Feet; thence South 89°18'58" East, a distance of 50.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence from a tangent bearing of South 00°41'02" West, run Southeasterly along the arc of said curve an arc distance of 39.27 Feet; thence South 00°41'02" West, a distance of 50.00 Feet; thence South 89°18'58" East, a distance of 100.00 Feet; thence South 00°41'02" West, a distance of 212.85 Feet to the point of curvature of a circular curve concave to the East, having a radius of 365.00 Feet and a central angle of 22°19'26"; thence Southerly along the arc of said curve an arc distance of 142.21 Feet; thence South 21°38'24" East, a distance of 100.37 Feet to the point of curvature of a non tangent circular curve concave to the Southeast, having a radius of 50.00 Feet, and a central angle of 60°29'32"; thence from a tangent bearing of North 15°13'48" East, run Northeasterly along the arc of said curve an arc distance of 52.79 Feet; thence North 75°43'20" East, a distance of 356.45 Feet to the point of curvature of a circular curve concave to the South, having a radius of 75.00 Feet and a central angle of 70°32'30"; thence Easterly along the arc of said curve an arc distance of 92.34 Feet; thence South 33°44'10" East, a distance of 243.16 Feet; thence South 49°03'46" West, a distance of 21.67 Feet to the point of curvature of a circular curve concave to the East, having a radius of 197.50 Feet and a central angle of 90°00'00"; thence Southerly along the arc of said curve an arc distance of 310.23 Feet; thence South 40°56'14" East, a distance of 145.34 Feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 695.00 Feet and a central angle of 18°54'25"; thence Southeasterly along the arc of said curve an arc distance of 229.34 Feet to the point of reverse curvature of a circular curve concave to the Southwest having a radius of 95.00 Feet and a central angle of 41°26'42"; thence Southeasterly along the arc of said curve, a distance of 68.72 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 695.00 Feet and a central angle of 23°43'01"; thence Southeasterly along the arc of said curve, a distance of 287.69 Feet; thence South 00°41'02" West, a distance of 271.65 Feet; thence North 89°18'58" West, a distance of 47.51 Feet; thence South 00°41'02" West, a distance of 30.00 Feet; thence North 89°18'58" West, a distance of 35.27 Feet; thence South 00°41'02" West, a distance of 145.00 Feet to the POINT-OF-BEGINNING.

Containing 42.002 Acres of land more or less.

082602

EXHIBIT "C"
LEGAL DESCRIPTION:

HAMMOCK LAKES WEST PHASE TWO (BY SURVEYOR



CFN:2003325393

OR Book/Page: 5088 / 3531

A portion of Lots 27, 28 and 29 Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East, of said Brevard County, Florida being more particularly described as follows:

Beginning at the Northwest corner of Stratford Pointe Phase Three and Tract "O" as recorded in Plat Book 47, Pages 59-61, of the Public Records of said Brevard County, Florida; thence North 89°15'58" West along the South Right-of-Way line of Melbourne Tillman Drainage District Canal No.70 and the South Right-of-Way line of the 49' Right-of-Way of the Water Control District of South Brevard, as recorded in O.R. Book 3511, Pages 4503-4508, of the said Public Records of Brevard County, a distance of 570.00 Feet to the POINT-OF-BEGINNING; thence South 00°41'02" West, a distance of 197.78 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 201.11 Feet, and a central angle of 39°47'21"; thence from a tangent bearing of South 02°52'55" West, run Southwesterly along the arc of said curve an arc distance of 139.66 Feet to the point of curvature of a non tangent circular curve concave to the Southeast, having a radius of 420.00 Feet, and a central angle of 33°35'37"; thence from a tangent bearing of South 42°43'47" West, run Southwesterly along the arc of said curve an arc distance of 246.25 Feet; thence South 09°08'10" West, a distance of 120.43 Feet; thence South 36°28'58" West, a distance of 159.01 Feet to the point of curvature of a non tangent circular curve concave to the Southwest, having a radius of 47.88 Feet, and a central angle of 76°46'57"; thence from a tangent bearing of North 07°39'05" East, run Northwesterly along the arc of said curve an arc distance of 64.16 Feet; thence North 64°38'42" West, a distance of 201.10 Feet; thence North 71°38'52" West, a distance of 34.39 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 35.00 Feet and a central angle of 105°27'18"; thence Southwesterly along the arc of said curve an arc distance of 64.42 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 175.00 Feet, and a central angle of 66°23'37"; thence from a tangent bearing of South 38°43'58" East, run Southerly along the arc of said curve an arc distance of 202.79 Feet; thence South 40°56'56" East, a distance of 90.27 Feet; thence South 68°46'34" West, a distance of 27.49 Feet to the point of curvature of a circular curve concave to the East, having a radius of 85.00 Feet and a central angle of 101°41'44"; thence Southerly along the arc of said curve an arc distance of 150.87 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 42.57 Feet, and a central angle of 58°33'47"; thence from a tangent bearing of South 15°23'39" East, run Southerly along the arc of said curve an arc distance of 43.51 Feet to the point of curvature of a non tangent circular curve concave to the South, having a radius of 195.00 Feet, and a central angle of 74°52'52"; thence from a tangent bearing of North 56°03'20" West, run Westerly along the arc of said curve an arc distance of 254.85 Feet; thence South 49°03'46" West, a distance of 180.83 Feet; thence North 33°44'10" West, a distance of 243.16 Feet to the point of curvature of a non tangent circular curve concave to the South, having a radius of 74.99 Feet, and a central angle of 70°33'01"; thence from a tangent bearing of North 33°43'55" West, run Westerly along the arc of said curve an arc distance of 92.34 Feet; thence South 75°43'04" West, a distance of 358.08 Feet to the point of curvature of a non tangent circular curve concave to the Southeast, having a radius of 50.00 Feet, and a central angle of 58°37'17"; thence from a tangent bearing of South 73°51'04" West, run Southwesterly along the arc of said curve an arc distance of 51.16 Feet; thence North 21°38'24" West, a distance of 100.37 Feet to the point of curvature of a circular curve concave to the East, having a radius of 365.00 Feet and a central angle of 22°19'26"; thence Northerly along the arc of said curve an arc distance of 142.21 Feet; thence North 00°41'02" East, a distance of 212.85 Feet; thence North 89°18'58" West, a distance of 100.00 Feet; thence North 00°41'02" East, a distance of 50.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence from a tangent bearing of North 89°18'58" West, run Northwesterly along the arc of said curve an arc distance of 39.27 Feet; thence North 89°18'58" West, a distance of 50.00 Feet; thence South 00°41'02" West, a distance of 48.97 Feet; thence North 89°18'58" West, a distance of 129.66 Feet; to the East line of Sunset Gardens Subdivision, according to the Plat thereof, as recorded in Plat Book 10, Page 84B, of the said Public Records of Brevard County; thence North 00°38'23" East along the East line of said Sunset Gardens Subdivision, a distance of 103.10 Feet to the Northeast corner of said Sunset Gardens Subdivision and the Southeast corner (Axle found) of lands described in O.R. Book 1476, Pages 143-145, as recorded in the said Public Records of Brevard County; thence North 00°10'12" West along the East line of said O.R. Book 1476, Pages 143-145, a distance of 167.29 Feet to the Northeast corner of said O.R. Book 1476, Pages 143-145; thence North 89°08'04" West along the North line of said O.R. Book 1476, Pages 143-145, a distance of 3.60 Feet to the Southeast corner of lands described in O.R. Book 3879, Page 1227, as recorded in the said Public Records of Brevard County; thence North 00°47'59" East along the East line of said O.R. Book 3879, Page 1227 and the West line of said Lot 27, a distance of 409.21 Feet to the said South Right-of-Way of Melbourne Tillman Drainage District Canal No.70 and the South Right-of-Way line of the 49' Right-of-Way of the Water Control District of South Brevard; thence South 89°15'58" East along said South Right-of-Way line, a distance of 1,896.87 Feet to the POINT-OF-BEGINNING..

Containing 38.803 Acres of land more or less.



CFN 2003356873 11-12-2003 12:15 pm

PREPARED BY AND RETURN TO: OR Book/Page: 5116 / 1739
 Stratford Pointe Development Company
 1688 W. Hibiscus Blvd.
 Melbourne, FL 32901

**THIRD AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR HAMMOCK LAKES**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 10 day of November, 2003, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, and Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. ARTICLE III, GENERAL RESTRICTIONS - USE AND OCCUPANCY is hereby amended by adding the following paragraph to Section 11. Fence Requirements along Eber Road.

Additionally, fences constructed along the back boundaries of Lots along Eber Road, as shown on the recorded Plats of Hammock Lakes Subdivision shall all contain a five (5') foot easement in width along the Lot line. No fence may be constructed past or into this five (5') foot easement. Said easement is for landscape buffer/screening amenities and a no access easement, and shall be maintained by the Hammock Lakes Homeowners Association, Inc.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Read: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 10 day of November, 2003.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness **BONNIE L. KENNEDY**

Print Witness Name

Judith A. Devault
Witness **Judith A. Devault**

Print Witness Name

**STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation**

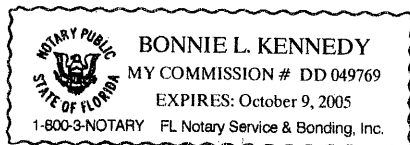
By: [Signature]
HUGH M. EVANS, JR, President

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 10 day of November, 2003.

Bonnie L. Kennedy
Notary
BONNIE L. KENNEDY
Print Notary Name
My Commission Expires:



CFN 2003356873

OR Book/Page: 5116 / 1740

#Pgs: 2	#Names: 2	Serv: 0.00
Trust: 1.50	Rec: 9.00	Excise: 0.00
Read: 0.00		Int Tax: 0.00
Mtg: 0.00		

PREPARED BY AND RETURN TO: HC
Stratford Pointe Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 15 day of April, 2004, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, and Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. ARTICLE III, GENERAL RESTRICTIONS - USE AND OCCUPANCY is hereby amended by adding the following paragraph to Section 10. sub-section (d):

Lots 14-28, inclusive, Hammock Lakes West Phase One, as recorded in Plat Book 50, Pages 11-14, are exempt from the restrictions contained in (d) of this section concerning the restriction on lots adjoining a lake or retention area. The owners of these Lots may apply for fence approval pursuant to the restrictions contained in the recorded Declaration of Covenants, Conditions and Restrictions, and will not be restricted under the specific terms of sub-section (d) of this Section 10.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.



CFN:2004119404 04-19-2004 03:21 pm
OR Book/Page: 5264 / 0558

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 15 day of April, 2004.

Signed, sealed and delivered
in the presence of:

**STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation**

Bonnie L. Kennedy
Witness

BONNIE L. KENNEDY

Print Witness Name

By: [Signature]

HUGH M. EVANS, JR., President

Judith A. Devault
Witness

Judith A. Devault

Print Witness Name



CFN:2004119404

OR Book/Page: **5264 / 0559**

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

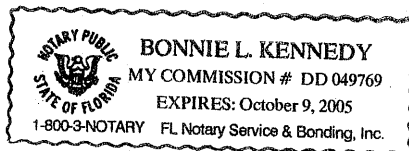
WITNESS my hand and official seal this 15 day of April, 2004.

Bonnie L. Kennedy
Notary

BONNIE L. KENNEDY

Print Notary Name

My Commission Expires:





CFN 2004301020 09-21-2004 02:15 pm
OR Book/Page: 5362 / 7568

PREPARED BY AND RETURN TO:
Stratford Pointe Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Fifth
SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 14 day of Sept., 2004, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, and Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. ARTICLE I, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION, Section
3. Classification of Membership, sub-section (a) is deleted in entirety and replaced with the following:

(a) Three (3) months after ninety (90%) percent of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale) and the residential structures are complete and occupied by Owners, or

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 17.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 14 day of Sept., 2004.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness

BONNIE L. KENNEDY
Print Witness Name

Debbie Williams
Witness

Debbie Williams
Print Witness Name

STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation

By: [Signature]
HUGH M. EVANS, JR., President



CFN 2004301020
OR Book/Page: 5362 / 7569

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

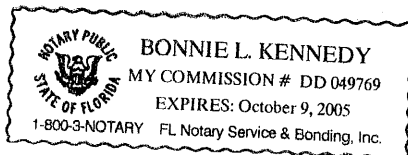
WITNESS my hand and official seal this 14 day of Sept., 2004.

Bonnie L. Kennedy
Notary

BONNIE L. KENNEDY

Print Notary Name

My Commission Expires:





CFN 2004322531

10-12-2004 02:36 pm

PREPARED BY AND RETURN TO:

OR Book/Page: 5371 / 0651

Stratford Pointe Development Company

1688 W. Hibiscus Blvd.

Melbourne, FL 32901

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2

#Names: 2

Trust: 1.50

Rec: 17.00

Serv: 0.00

Rent: 0.00

Excise: 0.00

Mtg: 0.00

nt Tax: 0.00

**SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 30 day of Sept., 2004, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, and Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. ARTICLE II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS, Section 1. Architectural Control Review Committee, sub-sections (b) and (c) are deleted in entirety and replaced with the following:

(b) After Declarant's Class B membership in the Association converts to Class A membership, the Board of Directors shall appoint a five (5) person Architectural Review Committee, as a sub-committee of the Board of Directors, at its Organization Meeting following the Association's Annual Meeting. Members of the Architectural Review Committee may include members of the Board of Directors and Association Managers. A majority of the Committee Members must be homeowners in the Subdivision and shall serve until their successors are appointed at the next Organization Meeting. Committee Members may be reappointed. Should a vacancy occur on the Committee, the Board of Directors may appoint a successor to serve until the next Organization Meeting.



CFN 2004322531

OR Book/Page: 5371 / 0652

The Architectural Review Committee will review all architectural review requests for new construction and/or alterations to existing homes. Should it feel that additional information is required, the Committee will contact the applicant/homeowner for such additional information. The Committee may also conduct on-site inspections to gather additional information. The Committee, by a majority vote of the Committee Members at a meeting at which a quorum is present, will vote to approve or disapprove the request for construction and/or alteration. The Committee will then make recommendations to the Board of Directors on the approval or disapproval of the requested architectural review request. The Board, at a duly scheduled meeting, by majority vote, will approve or disapprove the Committee's recommendation. The Committee will prepare written notification to the homeowner documenting the Board of Directors decision on the architectural review request.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 30 day of Sept., 2004.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness

BONNIE L. KENNEDY

Print Witness Name

Judith A. Devault
Witness

Judith A. Devault

Print Witness Name

**STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation**

By: Hugh M. Evans, Jr.
HUGH M. EVANS, JR, President

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

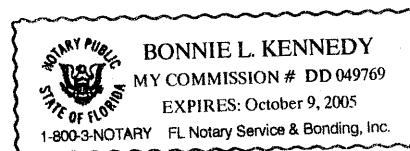
WITNESS my hand and official seal this 30 day of Sept., 2004.

Bonnie L. Kennedy
Notary

BONNIE L. KENNEDY

Print Notary Name

My Commission Expires:



Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2 #Names: 2
Trust: 1.50 Rec: 17.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

PREPARED BY AND RETURN TO
Stratford Pointe Development Com.
1688 W. Hibiscus Blvd.
Melbourne, FL 32901



CFN 2004386301 12-08-2004 12:03 pm

OR Book/Page: **5394 / 3356**

SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAMMOCK LAKES

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMMOCK LAKES, (hereinafter referred to as the "Amendment") dated as the 7 day of December, 2004, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Hammock Lakes East Phase One according to the Plat thereof as recorded in Plat Book 49, Pages 44-46, inclusive, and Hammock Lakes East Phase Two, according to the Plat thereof as recorded in Plat Book 49- Pages 47-49, inclusive; Hammock Lakes West Phase One as recorded in Plat Book 50, Pages 11-14, inclusive, and Hammock Lakes West Phase Two, as recorded in Plat Book 50, Pages 74-77, inclusive, all of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Hammock Lakes Subdivision as recorded in Official Records Book 4778, Page 0166, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Hammock Lakes Homeowners Association of Brevard, Inc., as recorded in Official Records Book 4778, Page 0198, and the By-Laws of Hammock Lakes Homeowners Association of Brevard, Inc. as recorded in Official Records Book 4778, Page 0210, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, at any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined), this Declaration may be amended by the vote of the Developer without notice or a meeting as evidenced by execution of a written instrument making such amendments and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. That the First Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 4919, Page 2355; and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 5088, Page 3524; and the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 5116, Page 1739; and the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 5264, Page 558; and the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 5362, Page 7568; and the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes as recorded in Official Records Book 5371, Page 651, all of the Public Records of Brevard County, Florida, contained a scrivener's error in the second "**WHEREAS**" clause, and such clause is deleted from each of the above-referenced recorded Amendments and replaced with the following clause:

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, at any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined), this Declaration may be amended by the vote of the Developer without notice or a meeting as evidenced by execution of a written instrument making such amendments and having the same duly recorded in the Public Records of Brevard County, Florida.

2. That the title referenced in the Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes recorded in Official Records Book 5362, Page 7568, contained a scrivener's error by referring to this as the "Sixth" Amendment when in fact it should be referred to as the "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Hammock Lakes".

3. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 7 day of Dec., 2004.

Signed, sealed and delivered
in the presence of:

Bonnie L. Kennedy
Witness **BONNIE L. KENNEDY**

Print Witness Name

Judith A. Devault
Witness **Judith A. Devault**

Print Witness Name

**STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation**

By: Hugh M. Evans, Jr.
HUGH M. EVANS, JR, President



CFN 2004386301

OR Book/Page: **5394 / 3357**

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

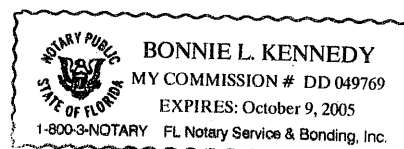
WITNESS my hand and official seal this 7 day of Dec., 2004.

Bonnie L. Kennedy
Notary

BONNIE L. KENNEDY

Print Notary Name

My Commission Expires:





CFN 2002331667 12-30-2002 03:00 pm

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PREPARED BY AND RETURN TO:
Stratford Pointe Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (the "Declaration") is made as of the 2 day of December 2002, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of West Melbourne, County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

HAMMOCK LAKES EAST PHASE ONE
Section 18, Township 28 South, Range 37 East
City of West Melbourne, Brevard County, Florida

according to the Plat thereof recorded in Plat Book 49 Page(s) 44-46 Public Records of Brevard County, Florida;

and

HAMMOCK LAKES EAST PHASE TWO
Section 18, Township 28 South, Range 37 East
City of West Melbourne, Brevard County, Florida

according to the Plat thereof recorded in Plat Book 49 Page(s) 47-49 Public Records of Brevard County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, 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 in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" and "Homeowners Association" shall both mean and refer to "HAMMOCK LAKES HOMEOWNERS ASSOCIATION OF BREVARD, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 32	#Names: 2	
Trust: 16.50	Rec: 129.00	Serv: 0.00
Rec: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single-family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as Common Area Tracts as shown on the plat of HAMMOCK LAKES as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Conservation Easement Area(s)" shall mean and refer to those Common Areas designated as such and shown on the final recorded plat. Additional parcels may become Conservation Easement Areas in any subsequent phases as added to the Subdivision.

"Declarant" and "Developer" shall mean and refer to STRATFORD POINTE DEVELOPMENT COMPANY, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Subdivision" shall mean that property platted as HAMMOCK LAKES Subdivision, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases, if additional phases are added.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

"Private Street" shall be referenced on the recorded Plat and shall also be governed by the Association as defined below.

ARTICLE I MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting on the Common Areas; maintaining the drainage



easements, Conservation Easement Areas, Common Areas, surface water and/or storm systems; providing enforcement of these covenants and restrictions; and engaging in mutual benefit of the Owners. In order to pay for these services, the Association will c against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

have no idea
where the "original
sticker
page"
went. Maybe copied
ate it. (!!)

Section 2. Lot Owner Membership.

(a) For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:

Every owner of a platted lot as indicated on the recorded Plat of Hammock Lakes East Phase One shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$275.00 per Lot for Lots located within Hammock Lakes East Phase One and Hammock Lakes East Phase Two, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5, and may also spend some or all of the initiation fee for capital improvements to the recreation facilities and common area tracts.

(b) For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$350.00 per Lot for Lots located within Hammock Lakes West Phase One and Hammock Lakes West Phase Two, payable to the Association at the time a Lot is conveyed to its initial Owner. The amount of \$75.00 of the \$350.00 one-time initiation fee paid shall be set aside in a separate Homeowner Association account to be used for gate maintenance and repair, and road maintenance and repair only. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5, and may also spend some or all of the initiation fee for capital improvements to the recreation facilities and common area tracts.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2003, in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.



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Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Three (3) months after ninety (90%) percent of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale), or

(b) Upon the election of the Declarant or successor Developer.

Section 4. Membership Vote.

Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person, or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote in person or by certified written ballot of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.



ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Control Committee (hereinafter referred to as "Committee") which shall consist of three (3) or more members. So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to Class A membership, a minimum of seven (7) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Five (5) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee. The Committee may charge an administrative fee in the amount of \$35.00, payable to the Association, for the review and/or processing of plans, specifications, and inspection of the proposed improvements. Said fee shall be paid to the Association at the time submission of the application for addition, change or alteration is made.

(b) One (1) set of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

(c) Builders who have contracted with the Developer to purchase five (5) or more lots may submit plans of their models and landscape designs for general approval by the Committee, but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc., are to be

used on each specific lot. The administrative fee may be waived by the Committee for specific Lots so long as one of the generally approved models and landscape design is being used.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 120 days from the date the first fine is assessed and the non-compliance has not been corrected, the Committee may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

Section 3. Clearing.

Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed.

It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner of same shall also be responsible for sodding and maintaining areas between his property line and the water's edge, if any. For any Lot adjoining an access easement to any Common Area, the Owner of same shall also be responsible for sodding and maintaining the area between his/her property line and the easement.

If any unauthorized clearing or damage takes place on any Lot, conservation area, upland buffer or any Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The vegetation restoration plans must show the location of plant material, size, and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.



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Section 4. Grading, Drainage and Floor Elevations.

(a) Each Lot shall be filled and graded to elevations as defined in this document and as designed by the engineer of record as shown on the title block of the approved Subdivision construction plans, and as approved by all governing authorities. Each Lot must conform to the plans and the local government agency requirements that control said grading and elevations. It is each builder's obligation to conform to these requirements.

(b) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk as it shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sodded yard of each lot.

(c) Finished floor and lot grading elevations shall be set as required by the Lot Grading Plan designed by the engineer of record and approved by the local governing building code authority having jurisdiction, St. John's River Water Management District or other governmental agencies. Each builder shall submit one (1) copy of the final survey showing all four (4) corner grades as well as the final finished floor elevation for each home constructed. The final grades and finished floor elevations shall be within acceptable standards allowable by all of the permitting agencies that have jurisdiction to establish finished floor elevations. One (1) copy of the survey shall be forwarded by each builder to the governmental agency that issued the permit for construction for their review and approval.

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A landscape plan must be submitted for approval prior to any construction. A typical, or several master landscape plan(s) may be submitted to the committee for approval by Builders in accordance with above Sections 2 and 3. Landscape plans may be altered to accommodate existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted with trees, shrubs and flowers, or sodded including all easements and right-of-ways directly in front, rear and sides of all lots.

(b) No existing living tree four (4) or more inches in caliper, measured at breast height, shall be removed from a Lot unless said tree is diseased or interferes with erecting or placing the house or other permanent structures on said Lot and grading for proper drainage.

(c) (i) **For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:**

A minimum of four (4) trees, two (2) of which must be Live Oak or Laurel Oak, are required to be planted at each residence. The following trees may be used for the other two (2) required trees: Red maple, sycamore, magnolia, Florida elm, American holly or crepe myrtle. Two (2) trees, one (1) of which must be a Live or Laurel oak, must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in height, have a drip line a minimum of 4', and be a minimum of 2" in diameter measured 4' above the finished grade. These trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die, either by disease or neglect, they shall be replanted with the same or other approved type of

tree to comply with these minimum requirements. Upon notification by the Association, and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(ii) **For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:**

A minimum of five (5) trees, two (2) of which must be Live Oak or Laurel Oak, are required to be planted at each residence. The following trees may be used for the other three (3) required trees: Red maple, sycamore, magnolia, Florida elm, American holly or crepe myrtle. Two (2) trees, one (1) of which must be a Live or Laurel oak, must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in height, have a drip line a minimum of 4', and be a minimum of 2" in diameter measured 4' above the finished grade. These trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die, either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association, and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(d) Front planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 5' wide planting bed times the length of the house which will equal the minimum square footage of the front yard planting beds. Example: Front dimension of the house: 60' x 5' = 300 sq. ft. of planting bed area in the front set back area.

(e) All lots shall be fully sodded with floritam sod, and shall have an irrigation sprinkler system with a timer installed.

(f) Each Lot shall be entirely sodded including all easements, right-of-ways and common areas directly in the front and rear of all Lots. All Lots that have lot frontage on a lake must be sodded and maintained down to the waterline.

Section 6. Roofs, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

The Committee must approve the type, color, and style of all shingle and roof covering materials. Roof materials shall include asphalt shingles, fiberglass shingles, clay tile or concrete tile. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material.



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Painting or coloring of driveways or sidewalks is prohibited. The staining of a driveway with a stain matching the color of cement may be approved by the Committee. Application for permission to stain a driveway, along with information on the stain product, must be submitted to the Committee prior to staining of any driveway.

All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color (may be used) for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee. Owners may repaint residences in the same color and manner as originally approved by the Committee without necessity of obtaining a second written approval. Any Owner wishing to change or alter the color of their residence must submit the color change to the Committee and receive written approval prior to repainting of a residence.

Section 8. Overhead Garage Doors

All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used. Garage doors should remain closed when not in use.

Section 9. Dwelling Size.

(a) **For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:**

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,300 square feet for a one-story dwelling and not less than 1,000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

(b) **For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:**

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1,450 square feet for a one-story dwelling and not less than 1,250 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 10. Building Location.

(a) **For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:**

No building, other than that allowed by the applicable zoning agency having jurisdiction, shall be located nearer than twenty-five (25') feet to the front right-of-way lot line, or nearer than twenty-five (25') feet to any side street. No building shall be located nearer than five (5') feet to an interior lot,



or nearer than twenty-five (25') feet to the rear lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

(b) For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:

No building, other than that allowed by the applicable zoning agency having jurisdiction, shall be located nearer than twenty-five (25') feet to the front right-of-way lot line, or nearer than twenty-five (25') feet to any side, corner street. No building shall be located nearer than seven and one-half (7.5') feet to an interior lot, or nearer than twenty-five (25') feet to the rear lot line (20' when abutting an alley). For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 11. Street Address Numbers and Mailboxes.

All street address numbers shall be installed on each residence and mailbox. The location of street address numbers shall be as uniform as possible on each residence. All mailboxes and attached street numbers shall be uniform as to type, color and design. The location and type of mailboxes shall be determined by the Declarant. All mailboxes and street address numbers are required to be installed by the builder prior to the occupancy of each residence.

ARTICLE III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the



subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to the Owner upon the transfer of title or prior to occupancy.

Section 6. Maintenance and Repair.

All improvements placed on a Lot shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that: buildings necessary for construction or sales taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.



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(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area, including access easements.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence. The finished side of all fences shall face the exterior of the Lot. All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee.

(d) With respect to any lot adjoining a lake or retention area, no fence or wall, shall be constructed behind the rear building setback line (the "rear fence line") of the residence on any such Lot except upon the granting of a variance by the Committee in accordance with the following guidelines and procedures:

- i. An application, including plans and specifications, for the fence must be submitted to the Committee and processed as set forth in Article II and this section.
- ii. The committee shall have the right, in its sole discretion, based upon these Covenants and Restrictions, to approve or disapprove the variance.
- iii. The Lot Owner must demonstrate to the Committee a special safety need for the fence based upon the physical, mental or medical condition of a full time



occupant of the Lot. Such condition must be substantially similar to one of the following conditions:

- a. An occupant who is under the age of ten (10);
 - b. An occupant, regardless of age, who is functioning at a mental level below that of age ten (10), based upon the determination made by an appropriate doctor in writing.
 - c. An occupant who is unable to swim as a result of a physical and/or mental disability as confirmed in writing by an appropriate doctor.
- iv. The variance shall not be permanent in nature and shall expire upon the termination/elimination of the physical, mental or medical condition forming the basis of the original variance granted, whether by a child reaching the age of ten (10), the sale of the residence to new owners with no special conditions or otherwise. The fence shall be removed within thirty (30) days of variance expiration.
- v. No variances will be granted on the need to fence or protect pets, nor will a variance be granted solely because an occupant has not learned to swim.
- vi. No variance permitting a solid wall will be granted.
- vii. No variance permitting a fence exceeding four (4) feet in height will be granted.

All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee.

(d) No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

(e) All fences to be constructed in the Subdivision shall be of uniform design and finish. The type and style shall be decided by the Committee. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.

Section 11. Fence Requirement along Eber Road. Any Owner of a Lot along Eber Road in the Hammock Lakes Subdivision, as indicated on the recorded Plats of Hammock Lakes, shall only be permitted to construct a six (6') foot high white buff tech fence, or similar type, along the back of their respective lot. The exact type, color and style of fence must be approved by the Architectural Control Review Committee prior to construction, and must remain perpetually on each respective lot. All fences on these Lots shall be similar in style and design.

Section 12. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.





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Section 13. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 14. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 15. Parking.

The parking of any commercial vehicles, which description shall include any vehicle containing writing/advertising of any kind, including cars, trucks, sport utility vehicles, tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the public streets of said subdivision, is prohibited, except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored in an enclosed garage containing a residence. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 16. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. John's River Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings, any conservation area, upland buffer or any Common Areas. In the event an Owner does damage any wetland plants,

conservation area, upland buffer or any Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant or the Homeowners Association. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 17. Upland Conservation and Preservation Easement Area. For the protection of the wetlands and upland buffers, a fence has been constructed adjacent to all Conservation Easement Areas, and in many areas an upland preservation easement has been created adjacent to each wetland area. This upland preservation area is located along the wetland boundaries throughout the Subdivision and varies in width. The fence shall be the boundary of the Conservation Easement Area and these areas are to remain completely undisturbed during the construction and occupancy of any residence. The upland preservation easement is to remain in its natural state and shall not be cleared, filled or disturbed in any way. The Developer and/or Association is responsible, pursuant to the St. John's River Water Management District Permit for the protection of this upland preservation area, however, each individual Lot Owner will also be responsible to the Developer and/or Association for any penalties, fines or restoration that may be required by the St. John's River Water Management District in the event that the upland preservation area is cleared, disturbed or otherwise damaged in anyway by Owner(s) (or his/her contractors, agents or invitees), necessitating enforcement action by the St. John's River Water Management District or the Homeowners Association, pursuant to the lien rights in Article VI. In the event the fence, wetland and/or upland preservation area is disturbed or damaged, the owner of the Lot adjacent to the Conservation Easement Area, wetland area and/or upland preservation area shall be responsible for the replacement the fence and replanting of all damaged or destroyed plants necessary to satisfy the St. John's River Water Management District that the restoration of the disturbed area is consistent with its permit requirements. In the event an Owner does damage the upland buffer or wetland, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Declarant, the Association and/or the Committee. The Owner of any Lot (or his/her contractors, agents or invitees) that has been damaged or cleared, and fails to restore said Lot or common Area damaged by the Owner (or his/her contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Declarant, Association and/or Committee, then the Declarant, Association and/or Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of assessment as set forth herein. The Owner of any Lot adjoining a Conservation Area shall also be responsible for the maintenance of the fence adjoining said Conservation Area fence, which shall include the replacement of said fence, if necessary.



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Section 18. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the Committee in writing prior to construction.

Section 19. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree. Notwithstanding the foregoing, signs must conform to any stricter standards required by any applicable governmental entity.

Section 20. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Committee.

Section 21. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 22. Preservation of Common Areas.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any common area, easement or conservation easement area without first obtaining written approval from the Committee, the local governing authority having jurisdiction, and St. Johns River Water Management District. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 23. Wells.

All Lots in the Subdivision are on a reuse system for lawn irrigation. No irrigation wells shall be installed on any Lot within the Subdivision unless prior application is made to the Association and written approval is obtained from the City of West Melbourne and the Association.

Section 24. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.



Section 25. Swimming Pools.

A swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the local governing authority and the Committee. Access to a pool from the boundaries of the Lot must be controlled from all directions by a screen enclosure, fencing and residential structure. If pools are protected by screens, such screens and their structures shall be approved by the local governing authority and the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first floor house pad.

Section 26. Right to Inspect.

The Homeowners Association's Board of Directors or Committee members may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board, Committee members nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Antennae, Aerials and Satellite Dishes.

The Federal Communications Commission has published rules which govern the right of homeowners to receive programming from direct broadcast satellites (DBS), multi-channel, multi-point distribution (wireless cable) service (MMDS) and television broadcast stations (TVBS). The Association is prohibited from the following:

- (1) Restrictions that impair the installation, maintenance or use of antennae to receive video programming as well as satellite dishes which are less than thirty-nine (39) inches in diameter.
- (2) Restrictions that unreasonably delay or prevent, or unreasonably increase the cost of, the installation, maintenance or use of such antennae, or which preclude the reception of an acceptable quality signal.

The Association does have the right to regulate the above-described telecommunications equipment with respect to landscaping and safety. When possible, all exterior antennae or aerials shall be placed in the rear or side yard, in such a manner as to be as unobtrusive as possible. Any matter of safety will be handled on a case by case basis by the Association.

Any homeowner who wishes to install an antenna or a satellite dish should submit a sketch showing its location relative to the home to the Architectural Control Review Committee.

Section 28. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as to limit visibility from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be approved in writing by the Committee and shall be



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constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any paved public street.

Section 29. Oil and Mining Operations.

No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 30. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 31. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 32. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed behind each residence with landscape or fence screening if visible from any street (including side street in the case of a corner lot).

Section 33. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any parts of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the Class A Members; and (ii) the approval of such dedication or transfer has been properly recorded; and

(b) That the Conservation Easement Areas be left in their natural condition as set forth in Article IV, Section 7, herein.

(c) The stormwater maintenance system as permitted by St. John's River Water Management District may not be altered or changed without the prior written approval of St. John's River Water Management District, and shall be maintained by the Association.

(d) The landscape easements and tracts as noted in the Final Plat shall be maintained by the Association.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent a Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Deed Restricted Subdivision. All persons occupying property in this Subdivision are required to observe the Covenants and Restrictions of the Subdivision. Copies of all Covenants and Restrictions are to be obtained from the Landlord, and reviewed by the Tenant prior to occupancy of any residence.

In addition, all Owners leasing their Lots or Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation, curbs, sidewalks, streets, right-of-ways, improvements, swales, drainage facilities and utility lines or other Common Area or public or private improvements, when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the builder, sub-contractors, Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not



paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants. Provided however this shall not apply if there are insurance proceeds available to pay for damage.

Any Builder, or subsequent Owner, who damages any portion of a Conservation Easement Area, or fence adjoining said Conservation Easement Area, in any way, as determined by the Developer and/or St. John's River Water Management District, shall be assessed a fine of \$500.00. Upon written notice to any Builder, or subsequent Owner, by certified mail, return receipt requested, that damage has occurred on any portion of a Conservation Easement Area, or fence adjoining said Conservation Easement Area, said Builder or subsequent Owner shall have ten (10) days within which to cure the damage. Said \$500.00 fine will be assessed immediately after the ten (10) day time period. If said \$500.00 fine is assessed, Builder or subsequent Owner will have thirty (30) days within which to pay said fine. If said \$500.00 fine is not paid within the thirty (30) day period, a lien will be placed upon the Lot and enforcement will be made pursuant to the terms contained in Article VI of the Deed Restrictions.

Section 6. Motor Boat Use Restriction.

No motor powered, man-powered, wind propelled or electric boats of any kind whatsoever may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vessels may be used in wetland areas within the Conservation Easement Areas.

Section 7. Conservation Easement Areas.

The Conservation Easement Areas known as Tract "L and portions of Lots 6 and 7, inclusive, on the Plat of Hammock Lakes East Phase One; and Tract "K" and portions of Lots 18-20, inclusive, Lots 23-27, inclusive, Lots 34-39, inclusive, Lots 41-49, inclusive, Lots 34-36, inclusive, on the Plat of Hammock Lakes East Phase Two, all as recorded in Plat Book 449 Page 44-49, Public Records of Brevard County, Florida; shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("District"), its successors or assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their natural condition as a wooded water recharge, detention and percolation and environmental conservation area. Declarant fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Unless the SJRWMD gives its prior written consent, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill, or the dumping or placing of trash, waste, or unsightly or offensive materials; and

(c) The removal, trimming or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and



(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District, and their successors and assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, the Association, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas, and shall be responsible for the operation and maintenance of Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, the District, and to their successors and assigns. Upon conveyance by the Developer to third parties (including the Association) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

District's Discretion. The District may enforce the terms of this Conservation Easement at its discretion, but if Developer breaches any term of this Conservation Easement and the District does not exercise its rights under this Conservation Easement, the District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. The District shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

District's Liability. Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Developer's ownership of these areas. Neither Developer, nor any person or entity claiming by or through Developer,



shall hold the District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Areas.

Acts Beyond Developer's Control. Nothing contained in this Conservation Easement shall be construed to entitle the District to bring any action against Developer for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action take by Developer under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

Reserved Rights. Declarant reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

Section 8. Maintenance of Roads and Streets:

Some of the roads and streets within the boundaries of the Subdivision, are private in nature and not dedicated to the public. The access to these roads and streets may be restricted from access to the general public at the general point of access located within a Tract. The Hammock Lakes Homeowners Association of Brevard, Inc. is responsible for maintaining and insuring all roads, streets, curbs, sidewalks, and drainage in any Tract designated as a private street.

Section 9. Maintenance of Operation of Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District and the municipal governing authority.

The Builder has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.





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Section 10. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by St. Johns River Water Management District and the local governing authority having jurisdiction pursuant to a permit modification.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention and mitigation areas, drainage structures and drainage easements.

easements, Conservation Easement Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

(a) **For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:**

Every owner of a platted lot as indicated on the recorded Plat of Hammock Lakes East Phase One shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$275.00 per Lot for Lots located within Hammock Lakes East Phase One and Hammock Lakes East Phase Two, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5, and may also spend some or all of the initiation fee for capital improvements to the recreation facilities and common area tracts.

(b) **For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:**

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$350.00 per Lot for Lots located within Hammock Lakes West Phase One and Hammock Lakes West Phase Two, payable to the Association at the time a Lot is conveyed to its initial Owner. The amount of \$75.00 of the \$350.00 one-time initiation fee paid shall be set aside in a separate Homeowner Association account to be used for gate maintenance and repair, and road maintenance and repair only. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5, and may also spend some or all of the initiation fee for capital improvements to the recreation facilities and common area tracts.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2003, in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.



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Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A Member, and at the beginning of each fiscal year of the Association thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 30% of the membership. The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

(a) For all Lots platted as Hammock Lakes East Phase One and Hammock Lakes East Phase Two:

Until January 1, 2004, the annual assessment shall be \$275.00 per Lot for each Lot as indicated on the recorded Plat of Hammock Lakes East Phase One and Hammock Lakes East Phase Two.

(b) For all Lots platted as Hammock Lakes West Phase One and Hammock Lakes West Phase Two:

Until January 1, 2004, the annual assessment shall be \$350.00 per Lot for each Lot as indicated on the recorded Plat of Hammock Lakes West Phase One and Hammock Lakes West Phase Two. The amount \$75.00 from the \$350.00 per Lot for each Lot located within Hammock Lakes West Phase One and Hammock Lakes West Phase Two shall be set aside in a separate Homeowner Association account to be used for gate maintenance and repair, and road maintenance and repair only.

(c) From and after January 1, 2004, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2002.

(b) From and after January 1, 2004, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 30% of each class of members who are voting. The vote should be by certified written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.



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ARTICLE VI
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. 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 specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 12% per annum until paid. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot owner shall 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. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon the finding of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail, or posting on the property requesting the Owner to cure the violation and advising the Owner that: (i) a fine will begin to accrue if the violation is not cured within thirty (30) days of receipt of said notice; and (ii) advise the Owner that his/her Lot may be subject to a lien for such fine, together with any costs expended by the Association for such notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to, correction of the violation by the Association, and removal of items placed on a Lot in violation of this

Declaration; and (iii) advise the Owner of a hearing to be conducted regarding such violation after at least twenty-one (21) days following Owner's receipt of said written notice of such violation.

(c) The hearing on said violation will be conducted by a committee consisting of at least three (3) members to be appointed by the Board of Directors. Committee members may not be officers, directors or employees of the Association, or the spouse, parent, child, brother or sister or an officer, director or employee of the Association. In the event the violation is not cured within said thirty (30) day period, the Committee, upon a majority vote, may approve and impose a fine for such violation and failure to cure same. The amount of the fine at the time of the filing of this Declaration is \$25.00 per day (the fine shall become an assessment upon the Lot until paid and enforceable as provided herein for unpaid assessments). Said amount may be increased from time to time by the Board of Directors without vote of the Association, or amendment to this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect assessments.

ARTICLE VII RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefor and no claim shall be made by the Association or any Owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable



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television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. Drainage.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 4. Maintenance Easement.

The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer. Notwithstanding the foregoing, signs and construction must conform to any stricter standards required by any applicable governmental entity.

Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.



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ARTICLE VIII
POWER AND AUTHORITY OF WEST MELBOURNE

Section 1. Definition. For purposes of this Article, the definitions in the "DEFINITIONS" section of this Declaration shall apply. In addition, the term "City" shall mean the municipal corporation known as the City of West Melbourne, Brevard County, Florida.

Section 2. Power of City to Provide Maintenance. The City shall have the power and authority, but not the obligation, to provide maintenance and repairs to drainage facilities and other facilities in the Common Area of the Project as necessary to provide for the health, safety and welfare of the Owners of the Lots. The power of the City in this regard shall be exercised in the complete and sole discretion of the City Council. As a pre-requisite to the exercise of such power and authority, the governing body of the City shall adopt a resolution finding that the Association has failed to maintain or repair a common facility identified in the resolution to those standards or specifications set forth in the applicable ordinances or construction codes which are generally applicable to similar public facilities.

If the City exercises its power to provide maintenance or repairs in any given instance, and the Association later resumes viable control of its maintenance and repair responsibilities, the City shall have no obligation to provide any further such maintenance or repair.

Nothing in this Article shall be deemed to require the City to exercise the power provided herein if the City Council, in its discretion, elects not to provide the maintenance and repair work which is the subject of this Section. The exercise by the City of any power described in this Section shall not obligate the City to exercise any similar power in any future circumstance.

The discretionary powers of the City set forth in this Section shall remain available notwithstanding any assignment by the Association of its duties set forth in this Declaration. No such assignment shall affect the City's ability to exercise any part of its discretionary powers provided for herein.

Section 3. Right of Assessment to Pay the Costs of Maintenance or Repair of Common Areas. In the event the City makes the determination as provided in the preceding Section that the City will provide maintenance or repair to any Common Area of the Project, the City shall have the power under this Declaration to assess all costs thereof (including, but not limited to, inspection, engineering, advertising, legal, construction and administration costs) to the Owners of all Lots. If less than the maximum number of Lots described in this Declaration are actually developed, and any assessment is made pursuant to this Section, the Owners of all lots actually developed shall equally share in the costs of such assessments.

The said assessment may be accomplished by resolution using the methods and procedures set forth for municipal special assessments in Chapter 170, Florida Statutes, or any other method provided by law; provided, however, that the assessments described herein may, at the discretion of the City's governing body, be made for all purposes generally described in this Section, including those purposes not described in the said Chapter 170. The assessments described in this Section shall not be construed to the "Special Assessment" under the said Chapter 170, and the reference herein to Chapter 170 is solely for the purpose of defining the methods and procedures to be used by the City for the assessments described herein. Additionally, the "benefit" analysis set forth in Chapter 170 shall be inapplicable, and any assessment by the City pursuant to this Section shall be sufficient to pay all costs of the repair or improvements for which the assessment is made.

At a minimum, the resolution establishing the assessment provided for herein shall set forth the total amount of the assessment and shall equally divide the said total assessment among the total number of all then-existing Lots.

No assessment made pursuant to this Section shall become final unless and until all Owners of Lots subject to the assessment have been notified in writing, mailed to such Owners' addresses shown in the most recent tax roll and the City has concluded a public hearing at which such Owners have had the opportunity to appear and be heard with respect to the assessment. Failure of an Owner to receive said notice shall not be deemed to be sufficient reason to invalidate any assessment made hereunder.

Section 4. Declaration of Assessment; Interest on Installment Payments. An assessment made by the City as authorized in this Article may be payable in a single installment or in annual installments over a period of not more than five (5) years, in the sole discretion of the City. If the City elects to collect any assessment in installments, the principal sum shall be payable in equal payments, and interest at the rate of twelve percent (12%) per annum shall be payable on the unpaid balance, beginning ninety (90) days after adoption of the resolution confirming the assessment. In no event shall any initial payment of any assessment be due sooner than ninety (90) days after adoption of the final resolution confirming the assessment.

Section 5. Lien for Payment of Assessment; Foreclosure. When the final assessment roll for any assessment provide for in this Article is adopted by the City, and a certified copy thereof is recorded in the Public Records of Brevard County, the City shall have a lien on each Lot, subject to the assessment in the full amount of the principal assessment and all interest thereon. Such a lien shall have a priority relating back to the date of recording of the assessment roll.

The City shall have the right to foreclose such lien by bringing an action for foreclosure in an appropriate court in Brevard County. No such action shall be brought unless the payment of an assessment, or any installment thereof, is more than ninety (90) days past due. The City shall be entitled to an award of a reasonable attorney's fee and court costs of any such action.

Section 6. Authority for Code Enforcement. The City shall have the full right and power to enforce the provisions of its City Code within the Project, and all Owners are subject to enforcement of the City Code by the City's Code Enforcement Board. This Section shall be deemed to be a grant by the Developer and the Owners of all Lots of full authority for access to all of the Project for such purposes.

Section 7. Amendment/Modification. The terms of Article VIII shall not be revised, amended or modified in any way without the prior consent of the City of West Melbourne.

ARTICLE IX GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.



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Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended without further notice from such date, for successive periods of ten (10) years each, unless modified, or terminated by a duly recorded written instrument executed and in conformance with the requirements described below. At any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined), this Declaration may be amended by the vote of the Developer without notice or a meeting as evidenced by execution of a written instrument making such amendments and having the same duly recorded in the Public Records of Brevard County, Florida. At any time the Developer does not hold two-thirds (2/3) of the total membership votes (Class A and Class B combined), but the Developer maintains a Class B membership, this Declaration may be amended by two-thirds (2/3) of the total membership vote (Class A and Class B combined) with the written consent of the Developer. If the Developer no longer maintains a Class B membership, this Declaration may be amended with the approval of two-thirds (2/3) of the total membership vote, such action taken at an annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given thirty (30) days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No amendment shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

Notwithstanding the foregoing, any amendment to this Declaration pertaining to the maintenance of open Common Areas must have the prior approval of the City of West Melbourne, Florida; and any amendment to this Declaration which alters any provisions relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas; must have the prior approval of the St. John's River Water Management District and the City of West Melbourne, Florida.

Section 3. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.

So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration or the Articles of Incorporation of the Association, provided such approval is not unreasonably withheld by the FHA or VA.

Section 4. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. Johns River Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds (2/3) of the total membership vote.

Section 5. Future Development Within the Project.

The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development, including the modification of existing Phases and any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to

submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots including all those herein described. No consent of the Lot Owners shall be required to add any lands, construct improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.

Section 6. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for HAMMOCK LAKES Subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.

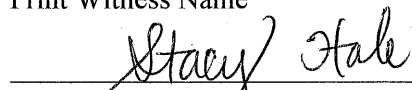
(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness **BONNIE L. KENNEDY**

Print Witness Name


Witness **Stacy Hale**

Print Witness Name

STRATFORD POINTE DEVELOPMENT
COMPANY, a Florida corporation

BY:


HUGH M. EVANS, JR., President



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STATE OF FLORIDA
COUNTY OF BREVARD



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I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR, as President of STRATFORD POINTE DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation. He is personally know to me and did not take an oath.

WITNESS my hand and official seal this 2nd day of December, 2002.

Bonnie L. Kennedy

Notary

My Commission Expires

