

SECOND AMENDMENT
OF
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
GOLF HAMMOCK, PHASE I

Pursuant to Article XXII, Section 2, of the DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, recorded in O. R. Book 541, Page 733, of the Public Records of Highlands County, Florida, and pursuant to Article XXII, Section 2, of the FIRST AMENDMENT of DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, recorded in O. R. Book 567, Pages 243 through 246, of the Public Records of Highlands County, Florida, the GOLF HAMMOCK OWNERS' ASSOCIATION, INC., (A Corporation not for profit) hereby amends the said Declaration as follows:

I.

Article XV., Trucks and Heavy Equipment, is amended to read "No truck or other commercial vehicle larger than a three-quarter ton pickup shall be kept on the properties, nor shall a recreational vehicle be kept upon the properties unenclosed, nor shall any boat of any size be kept unenclosed upon the properties. No commercial equipment, road graders, bulldozers, or other heavy equipment shall be kept, stored, or allowed in the development, except that equipment needed to build and maintain roads and to make other improvements as deemed necessary by the Association."

IN ALL OTHER RESPECTS, THE DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, shall remain the same, and said Declaration is hereby ratified and confirmed.

DATED this 5 day of April, 1984.

GOLF HAMMOCK OWNERS' ASSOCIATION, INC.
(A Corporation not for profit)

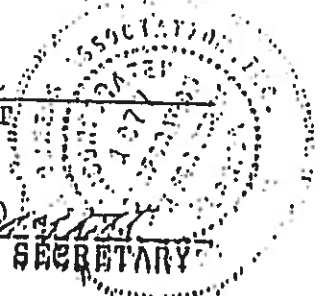
WITNESSES:

Richard W. Ackerman

BY: Gene Dagnon
GENE DAGNON, PRESIDENT

Robert L. Ash

ATTEST: Mary Ann Proffit
MARY ANN PROFFIT, SECRETARY



STATE OF FLORIDA)
) SS.
COUNTY OF HIGHLANDS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared GENE DAGNON and MARY ANN PROFFIT, well known to me, and known to me to be the President and Secretary respectively of the not for profit Corporation named in the foregoing instrument, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said Corporation, and that the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of April, 1984.

Nicholas D. Scherrenke
Notary Public

My Commission Expires:
(Affix Seal)

Notary Public, State Of Florida At Large
My Commission Expires Feb. 1, 1987



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FILED AND RECORDED

APR 6 4 10 PM '84
CLERK
HIGHLANDS COUNTY, FLA.

AMENDMENT
OF DECLARATION OF COVENANTS AND RESTRICTIONS
OF GOLF HAMMOCK

Pursuant to Article XXII, §2, of the Declaration of Covenants and Restrictions of Golf Hammock, recorded in Official Records Book 541, page 733, of the Public Records of Highlands County, Florida, and pursuant to Article XXII, §2, of the first Amendment of Declaration of Covenants and Restrictions of Golf Hammock, Phase 1, recorded in Official Records Book 567, pages 243-246, of the Public Records of Highlands County, Florida, the Golf Hammock Owner's Association, Inc., (a corporation not for profit) hereby amends the said declaration as follows:

I.

Article IV, Property Rights, is amended to read:

"Every member shall have a right of easement of enjoyment in and to all of the common properties, which shall be appurtenant to and pass with the title to every lot. The developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the developer's opinion, the association is able to maintain the same, and until the date of actual conveyance, the interest of the association shall be an equitable interest. Notwithstanding the foregoing, the developer, for itself, its successors and assigns, hereby covenants and agrees to convey the common properties to the association not later than December 31, 1987.

The developer, for itself, its successors, and assigns, shall have the option to extend the date when it must convey the common properties to the association to not later than December 31, 1989.

in all other respects, the Declaration of Covenants and Restrictions of Golf Hammock, except as otherwise amended,

shall remain the same, and said declaration is hereby ratified and confirmed.

Dated this 1 day of March, 1985.

GOLF HAMMOCK OWNER'S ASSOCIATION, INC. (a corporation not for profit)

Richard D. Johnson Witness By: Gene Dagnan President

TR Hopkins Witness Attest: Jack Rhine Secretary

Robert G. Cowan Witness Thomas M. Wohl President American Home Service Corporation Developer

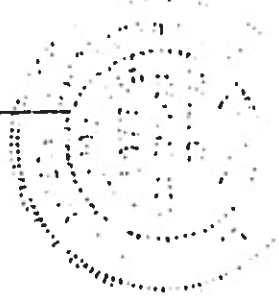
STATE OF FLORIDA)
COUNTY OF HIGHLANDS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Gene Dagnan and Jack Rhine, well known to me, and known to me to be the president and secretary respectively of the not for profit corporation named in the foregoing instrument, and personally appeared Thomas M. Wohl, President of American Home Service Corporation, the Developer, and they acknowledged executing the same in the presence of three subscribing witnesses, freely and voluntarily, under authority duly vested in them by the respective corporations, and that the seal affixed thereto is the true corporate seal of said corporation(s).

Witness my hand and official seal in the county and state last aforesaid this 1 day of March 1985

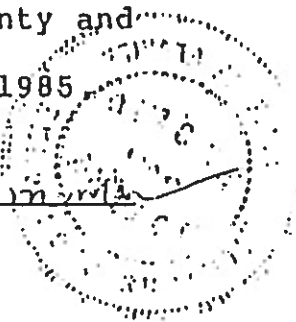
Richard D. Johnson NOTARY PUBLIC

MY COMMISSION EXPIRES: (Affix Seal) Notary Public, State Of Florida At Large My Commission Expires Feb. 1, 1987



FILED
MAR 12 4 45 PM 1985
HIGHLANDS COUNTY, FLORIDA

552674



This instrument prepared by:
Paul E. Merz
2802 Bar Road
Sebring, FL 33870



TILDEN R. SCHOFIELD, P. A.
335 South Commerce
SEBRING, FLORIDA 33870

FOURTH SECOND AMENDMENT

OF

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

GOLF HAMMOCK, PHASE I

FILED AND RECORDED
EARL RICHARDSON
HIGHWAYS DEPARTMENT
MAR 12 11 02 AM '86

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(579161)

Pursuant to Article XXII, Section 2, of the DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, recorded in O. R. Book 541, page 733, of the public records of Highlands County, Florida, the Developer, AMERICAN HOME SERVICE CORP., and the Association, GOLF HAMMOCK OWNERS ASSOCIATION, INC., hereby amend the said Declaration by adding thereto the following paragraphs, which shall apply to all subdivisions within the Golf Hammock development, all of which are subject to the Declaration of Covenants and Restrictions of Golf Hammock, Phase I.

I.

Article XXII, Section 7, Restrictions Against Satellite Dish Television Antennas. Except as to the lots in Golf Hammock Phase I and Golf Hammock Unit II (one acre or greater lots), no individual satellite dish television antennas are permitted on any of the lots subject to the restrictions herein. Exceptions to this restriction may be obtained with the written approval of the Board of Directors in the event that a group (more than _____) of lot owners, through a community effort, wishes to erect a satellite dish television antenna to be used jointly by those lot owners.

Article XXII, Section 8, Sodding. All improved lots must be completely and continuously sodded from the front of the lot line to the rear of the house, excepting only driveways, walkways and landscaped areas.

Article XXII, Section 9, Above Ground Swimming Pools. No above ground swimming pools are permitted.

II.

Article VI, Plans and Specifications Approval, is amended to read as follows: "Prior to obtaining a building permit and starting construction on any lot, the plans and specifications must be submitted to the Association, or its duly authorized agent, in order to determine compliance with Article XIX (Minimum Size of Residence)."

WITNESSES Tony Merz

GOLF HAMMOCK OWNERS ASSOCIATION, INC.
BY Paul E. Merz
PAUL E. MERZ PRESIDENT

ATTEST Opille Henderson
OPILLE HENDERSON, SECRETARY

(WITNESSED) THIS 6th DAY OF MARCH 1986

This Instrument Was Prepared By:

Name: J. M. ...
CRISTOFERI & KNEE
1739 Hamilton Street
Hollywood, Florida 33020

9.00
\$

DECLARATION OF COVENANTS AND RESTRICTIONS

GOLF HAMMOCK - UNIT III

THIS DECLARATION, made this 9th day of November, 1983, by the undersigned,

WITNESSETH:

WHEREAS, the parties signing this Declaration are the owners of the following described property (hereinafter referred to as "the property"), or otherwise have an interest therein requiring or entitling them to join in this Declaration:

Lots 72 through 229, inclusive, of GOLF HAMMOCK, UNIT III, according to the plat thereof, recorded in plat book 14, page 10, of the public records of Highlands County, Florida, and

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens for the benefit of the property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC., has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and other matters set forth in that certain Declaration of Covenants and Restrictions, Golf Hammock, Phase I, recorded in O. R. Book 541, page 733, et seq., and amendment thereto recorded in

American Home Service Corp.
P.O. Box 1737
Sebring, FL 33870

O. R. Book 567, page 243, both of the Public Records of Highlands County, Florida, with the exception of the following:

Item No. II of the First Amendment shall be deleted.

"Bridle paths" shall be deleted from Article I, Item "D" of the Declaration.

Item "B" of Article V of the Declaration shall be deleted.

Article VI of the Declaration shall be deleted.

IT WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

Signed sealed and delivered in the presence of

William C. Lemke
Harold B. Lubel

AMERICAN HOME SERVICE CORP

By Thomas H. Wohl
President

Attest: Harry K. MacDougall
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared THOMAS H. WOHL and HARRY K. MacDOUGALL, well known to me to be the President and Secretary respectively of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of November, 1983.

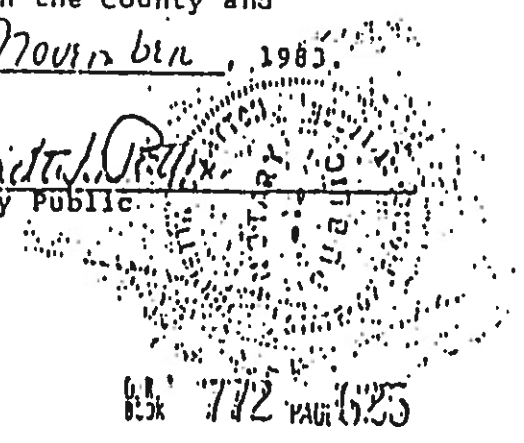
Carroll D. [Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 13 1987
BONDED WITH GENERAL INSURANCE UND

518099

FILED AND RECORDED
OCT 14 11 16 AM '83
BROWARD COUNTY FLORIDA



9.00

DECLARATION OF COVENANTS AND RESTRICTIONS
GOLF HAMMOCK - UNIT III-A

THIS DECLARATION, made this 9 day of May, 1985, by the undersigned,

WITNESSETH:

WHEREAS, the parties signing this Declaration are the owners of the following described property (hereinafter referred to as "the property"), or otherwise have an interest therein requiring and entitling them to join in this Declaration:

Lots 230 through 270, inclusive, of GOLF HAMMOCK - UNIT III-A, according to the plat thereof recorded in plat book 14, page 38, of the public records of Highlands County, Florida, being a replat of parcels A, B, C, F and G of GOLF HAMMOCK UNIT III as per plat recorded in plat book 14, page 10, of the public records of Highlands County, Florida, and a portion of Section 34, Township 34 South, Range 28 East, Highlands County, Florida, and,

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens for the benefit of the property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC. has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and other matters set forth in that certain Declaration of Covenants and Restrictions, Golf Hammock Phase I, recorded in O. R. Book 541, page 733, et seq., public records of Highlands County, Florida, and amendments thereto, with the exception of the following:

1. Article VI of the Declaration shall be deleted.
2. Article XIX of the Declaration shall be deleted as to lots 243 through 262, inclusive.

14/38
South Ridge

658231

837 314

3. Article II of the First Amendment of the Declaration shall be deleted.

4. "Bridle paths" shall be deleted from Article I, Item "D", of the Declaration.

5. Item "B" of Article V of the Declaration shall be deleted.

IN WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

Signed, sealed and delivered in the presence of

AMERICAN HOME SERVICE CORP.

Robert S. Carlson

Thomas M. Wohl
President

William Chen

Attest: *Clara Day*
Asst. Secretary



STATE OF FLORIDA

COUNTY OF BROWARD

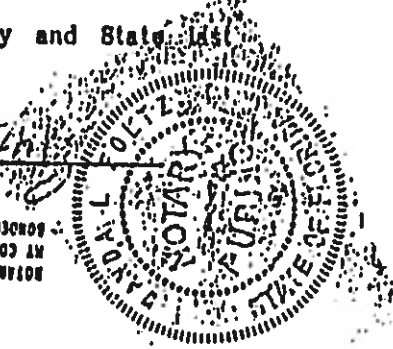
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas M. Wohl and Clara Day well known to me to be the President and Secretary respectively of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 9 day of May, 1985.

William L. ...
Notary Public.

My commission expires: 7/26/88

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 26, 1988
BONDED UNDER GENERAL REG. NO. ...



5.56231

FILED AND RECORDED
EARL HODGSON, CLERK
HIGHLAND COUNTY

MAY 10 11 16 AM '85

837 315

DECLARATION OF COVENANTS AND RESTRICTIONS

GOLF HAMMOCK - UNIT IV

THIS DECLARATION, made this 27 day of May, 1987, by the undersigned,

W I T N E S S E T H:

WHEREAS, the parties signing this Declaration are the owners of the following described property (hereinafter referred to as "the property"), or otherwise have an interest therein requiring or entitling them to join in this Declaration:

Lots 271 through 399, inclusive, of GOLF HAMMOCK, UNIT IV, according to the plat thereof recorded in plat book 14, page 78, of the public records of Highlands County, Florida.

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens for the benefit of the property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC. has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and other matters set forth in that certain Declaration of Covenants and Restrictions, Golf Hammock, Phase I, recorded in O. R. Book 541, page 733, et seq., public records of Highlands County, Florida, as amended, with the exception of the following:

1. Article VI of the Declaration shall be deleted.
2. Item II of the First Amendment of the Declaration, recorded in O. R. Book 567, page 243, public records of Highlands County, Florida, shall be deleted.
3. "Bridle paths" shall be deleted from Article I, item "D" of the Declaration.

This Instrument Was Prepared By,
Name: Jerald Kree

ROSENSTEIN & KREE
1209 Harrison Street (149) (149)
Hollywood, Florida 33020

Hollywood, Florida

4. Item "B" of Article V of the Declaration shall be deleted.

IN WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

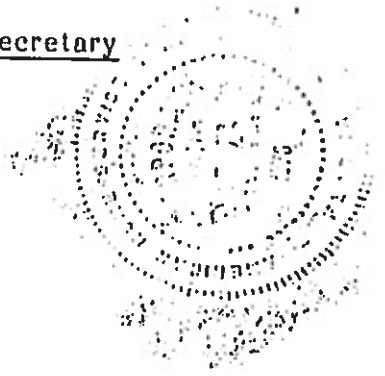
Signed, sealed and delivered in the presence of:

Jeannie Brown
Samuel P. Hicks

AMERICAN HOME SERVICE CORP.

by [Signature] President

Attest: [Signature] Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James M. Wohl and Thomas M. Wohl, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of May, 1987.

Jeannie Brown
Notary Public

My commission expires:



[Faint, illegible text]

FILED AND RECORDED
EARL RICH, CLERK
HIGHLANDS COUNTY
JUN 1 3 16 PM '87

617194

DECLARATION OF COVENANTS AND RESTRICTIONS

GOLF HAMMOCK - UNIT V

THIS DECLARATION, made this 27 day of May, 1987, by the undersigned,

WITNESSETH:

WHEREAS, the parties signing this Declaration are the owners of the following described property (hereinafter referred to as "the property"), or otherwise have an interest therein requiring or entitling them to join in this Declaration:

Lots 400 through 512, inclusive, of GOLF HAMMOCK, UNIT V, according to the plat thereof recorded in plat book 14, page 79, of the public records of Highlands County, Florida.

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens for the benefit of the property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC. has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and other matters set forth in that certain Declaration of Covenants and Restrictions, Golf Hammock, Phase I, recorded in O. R. Book 541, page 733, et seq., public records of Highlands County, Florida, as amended, with the exception of the following:

1. Article VI of the Declaration shall be deleted.
2. Item II of the First Amendment of the Declaration, recorded in O. R. Book 567, page 243, public records of Highlands County, Florida, shall be deleted.
3. "Bridle paths" shall be deleted from Article I, Item "D" of the Declaration.

This Instrument Was Prepared By:

Name: Jerrald Kroff
STEIN & KNEE
1720 Harrison Street
Hollywood, Florida 33020

4. Item "B" of Article V of the Declaration shall be deleted.

IN WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

Signed, sealed and delivered in the presence of:

Sandra B. Nick
Jeanne B. Brown

AMERICAN HOME SERVICE CORP.

by [Signature] President

Attest: [Signature] Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James M. Wohl and Thomas M. Wohl, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of May, 1987.

Jeanne B. Brown
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 1, 1990
BOND NO. 8880 GENERAL INS. CO.

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FILED AND RECORDED
EARL RICH, CLERK
HIGHLANDS COUNTY
JUN 1 3 27 PM 1987

9. 66

DECLARATION OF COVENANTS AND RESTRICTIONS
GOLF HAMMOCK PATIO HOMES

THIS DECLARATION, made this 31ST day of JANUARY
1985, by the undersigned,

WITNESSETH

WHEREAS, the parties signing this Declaration are the owners of the following described property (hereinafter referred to as "the property"), or otherwise have an interest therein requiring or entitling them to join in this Declaration

GOLF HAMMOCK PATIO HOMES, according to the plat thereof recorded in plat book 14, page 25, public records of Highlands County, Florida, and

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens for the benefit of the property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC. has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges and liens and other matters set forth in that certain Declaration of Covenants and Restrictions, Golf Hammock, Phase I, recorded in O. R. Book 541, page 733, et seq., and amendment thereto recorded in O. R. Book 567, page 243, both of the Public Records of Highlands County, Florida, with the exception of the following:

Item No. II of the First Amendment shall be deleted.

"Bridle paths" shall be deleted from Article I, Item "D" of the Declaration.

Item "D" of Article V of the Declaration shall be deleted.

6/20/85

8724 CASE 758

3412 RV-3

Article VI of the Declaration shall be deleted.

Article XIX of the Declaration shall be deleted.

IN WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

Signed, sealed and delivered in the presence of

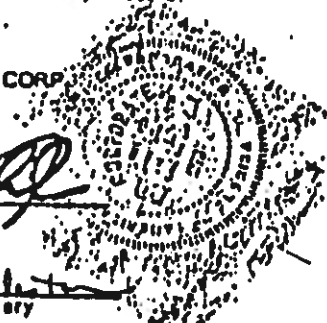
AMERICAN HOME SERVICE CORP

Jacqueline Hills

Thomas M. Woid
Executive Vice-President

Wanda L. Taly

Attest: *Elaine Hederton*
Assistant Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CLERK that on this day, before me, *Elaine Hederton* duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS M. WOID and *Elaine Hederton*, well known to me to be the Executive Vice-President and Assistant Secretary, respectively, of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of January, 1985.

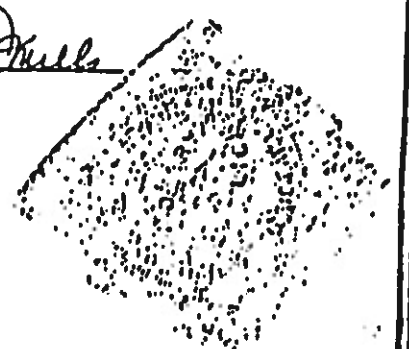
Jacqueline Hills
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. 05/31/86
ISSUED 10/14/84 BY 101, 010.

FILED AM
FEB 1 4 00 PM '85
ELAINE HEDERTON
NOTARY PUBLIC STATE OF FLORIDA

542945



Section 5. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated pursuant to the provisions of the Declaration.

Section 6. Checks. All checks, demands for money and notes of the Association shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all members. Disbursements from said account shall be for the general needs of the operation including, but not limited to wages, repairs, betterments, maintenance and other operating expenses of the community and facilities.

Section 8. Other Accounts. The Board shall maintain any other accounts as it shall deem necessary to carry out its purpose.

ARTICLE XII INSURANCE

The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each member of the Board of Directors, each Association Member, against liability for any negligent act of commission or omission attributable to them, which occurs on or in the common area. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the common areas or such other properties as the Board deems necessary, in an amount equal to their full replacement values; and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association.

ARTICLE XIII AMENDMENTS

These by-laws may be altered, amended or added to at any duly called meeting of Association Members, provided (a) that the notice of the meeting shall contain a full statement of the proposed amendment and (b) that the amendment shall be approved by a vote of 2/3 of the members. No amendment, however, shall affect or impair the validity or priority of the members' interests and the interests of holders of a mortgage encumbering a member's home.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Fiscal year. The Fiscal Year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of Florida. The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or in any manner reproduced.

Section 3. Architectural Control. No building, fence, wall or other structure, or change in landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

Section 4. Examination of Books and Records. Each member, or their representatives, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Certificate of Incorporation, and the by-laws of the Association, shall be available for inspection by any member at the principal office of the Association.

Section 5. Construction. Whenever the masculine singular form of the pronoun is used in these by-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

In the case of any conflict between the Certificate of Incorporation and these by-laws, the Certificate shall control; and in the case of any conflict between the Declaration and these by-laws, the Declaration shall control.

Section 6. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these by-laws shall, nevertheless, be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed these by-laws this 21st day of FEBRUARY, 1977.

GOLF HAMMOCK OWNERS ASSOCIATION, INC.

By [Signature]
President

Attest:

[Signature]
Secretary

RECORDED
FEB 4 3 25 PM '77
EAST FLORIDA
HIGHLANDS COUNTY, FLA.

375077

POSTED ✓

RECORD & RETURN TO:

SALTER YESLOW, BURMAN
1720 Hanson Street
Hollywood, Florida 33020

FIRST AMENDMENT

OF

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

GOLF HAMMOCK, PHASE I

Pursuant to Article XXII, Section 2, of the DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, recorded in O. R. Book 541, page 733, of the public records of Highlands County, Florida, the Developer, AMERICAN HOME SERVICE CORP., hereby amends the said Declaration as follows:

I.

Article I, Section B., is amended by adding thereto the phrase "Which shall be an association of home owners".

II.

Article VI., Plans and Specifications Approval, is amended to read "Site plans, architectural plans and specifications for dwellings, accessory buildings, fences, or structures shall be first approved in writing by the Association or its duly authorized agent, prior to the commencement of any construction."

III.

Article XV., Trucks and Heavy Equipment, is amended to read "No truck or other commercial vehicle larger than a three-quarter ton pickup shall be kept upon the properties. No commercial equipment, road graders, bulldozers, or other heavy equipment shall be kept, stored, or allowed in the development, except that equipment needed to build and maintain roads and make other improvements as deemed necessary by the Association."

IV.

Article XXI., Homeowners' Association, is amended to read "For the purpose of maintaining roads, traffic control, landscaping

SOUTH RIDGE ABSTRACT AND TITLE CO.

13

within the roadway areas, security control, waste services, and all common community services of every kind and nature required or desired within the lands described herein for the general use and benefit of all lot owners, each and every one of them, by acceptance of a deed or a contract for any of such property, agrees to, and shall be a member of, and be subject to the obligations and duly acknowledged by-laws or rules of the Association. The developer shall elect to transfer control of the Association to the members no later than three years from the date of the first sale of a lot, or when 30% of the lots are sold, whichever occurs first. "Control" of the Association shall mean the right to elect all officers and directors of the Association.

V.

Article XXII, General Provisions., shall be amended to read:

"Section 1., Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of 25 years. The same shall continue in effect, unless, prior to the expiration of such period, there shall be recorded in the Public Records of Highlands County, Florida, by the Association, pursuant to an affirmative vote of a majority of its members, a certificate of cancellation and revocation of the same.

Section 2., Amendment: This Declaration may hereafter be amended by a duly executed and recorded instrument of the Association, executed by its President (or Vice President) and its Secretary, acting under the authority of a majority vote of its members; provided, however, that any such amendment shall not affect the lien of any mortgage then encumbering any part of the subject land, nor shall such amendment

be binding upon or enforceable against any mortgagee acquiring title to the land as a result of foreclosure, or the successors, assigns, or grantees of any such mortgagee, unless such mortgagee shall join in such amendment.

Section 3., Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 4., Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to the foregoing right, the Association shall have the right, after giving 30 days' written notice of any violation to the violating party, said notice to be effective upon mailing, to enter upon any property whenever there shall have been built on such property subject to these restrictions, any structure which is in violating hereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass, and the cost thereof shall be a lien in favor of the Association, imposed and enforceable as provided in Article V. The failure of the Association to enforce any restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 5., Severability: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in

POSTED ✓

Return Via
1720 Hollywood Blvd
Hollywood, Florida 33020

RECORDED
INDEXED
AUG 23 1978
COUNTY CLERK
HIGHLANDS COUNTY, FLORIDA

7.00

DECLARATION OF COVENANTS AND RESTRICTIONS
GOLF HAMMOCK - UNIT II

THIS DECLARATION, made this 23rd day of August, 1978,
by the undersigned,

W I T N E S S E T H:

WHEREAS, the parties signing this Declaration are the owners
of the following described property (hereinafter referred to as "the
property"), or otherwise have an interest therein requiring or entitling
them to join in this Declaration:

Lots 18 through 71, inclusive, of GOLF HAMMOCK
UNIT II, according to the plat thereof recorded
in plat book 12, page 47, of the public records
of Highlands County, Florida.

WHEREAS, the parties desire to create thereon a residential
community with common facilities for the benefit of said community, and

WHEREAS, the parties desire to provide for the preservation of
the value and amenities within said community by subjecting the property
to certain declarations, charges and liens for the benefit of the
property and each owner thereof, and

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION,
INC., has been incorporated for the purpose of maintenance and adminis-
tration of the property and facilities, and to enforce the covenants
and restrictions applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such
additions thereto as may hereafter be made pursuant to the terms of this
Declaration, is and shall be held, transferred, sold, occupied and used
subject to the conditions, restrictions, easements, charges and liens
and other matters set forth in that certain Declaration of Covenants and
Restrictions, Golf Hammock, Phase I, recorded in O. R. Book 541, page
733, et seq, and amendment thereto recorded in O. R. Book 567, page 243,
both of the public records of Highlands County, Florida.

IN WITNESS WHEREOF, the Developer has hereunto set its cor-
porate hand and seal at the City of Hollywood, County of Broward, State
of Florida, the day and year first above writton.

Signed, sealed and delivered
in the presence of:

James E. Gay
Jeanne B. Brown

AMERICAN HOME SERVICE CORP.

By [Signature] President

Attest: [Signature] Secretary

✓ SOUTH RIDGE ABSTRACT AND TITLE CO.

no way affect any other provision hereof, which shall remain in full force and effect."

IN ALL OTHER RESPECTS the DECLARATION OF COVENANTS AND RESTRICTIONS OF GOLF HAMMOCK, PHASE I, shall remain the same, and said Declaration is hereby ratified and confirmed.

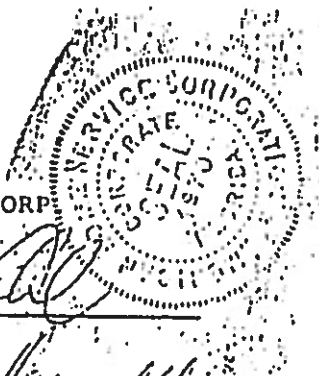
DATED this 3 day of October, 1977.

Witnesses:

Gloria Day
Jensid Kurr

AMERICAN HOME SERVICE CORP

By Thomas M. Wohl
Attest: Harry K. MacDougall



STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared THOMAS M. WOHL and HARRY K. MacDOUGALL, well known to me, and known to me to be the President and Secretary respectively of the corporation named in the foregoing instrument, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of October, 1977.

Jensid Kurr
Notary Public

My commission expires: 5/2/79

Notary Public, State of Florida at Large
My Commission Expires May 2, 1979
Bonded by American Fire & Casualty Co.



390818
FILED AND RECORDED
NOV 23 12 32 PM '77
EAST SIDE...
HIGHLANDS COUNTY, FLA.

4 0 6 0 6 7

FILED AND RECORDED

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

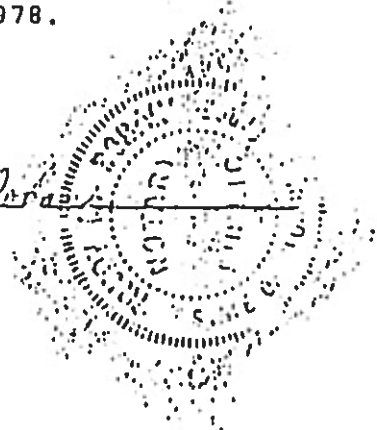
AUG 25 12 04 PM '78

EARL MC...
HIGHLANDS COUNTY, FLA.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared THOMAS M. MOHL and HARRY K. MacDOUGALL, well known to me to be the President and Secretary respectively of the corporation named in the foregoing Declaration, and they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August, 1978.

Freddie M. ...
Notary Public



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGO
MY COMMISSION EXPIRES JUNE 13, 1981
BOUNDED THRU GENERAL INS. UNDERWRITERS

6/13/81

357L 592 FEB 291

POSTED ✓

62.00" Sec.

DEVELOPMENT DOCUMENTS
FOR
GOLF HAMMOCK DEVELOPMENT
AND
OWNERS ASSOCIATION

GOLF HAMMOCK, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 34
SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC
RECORDS OF HIGHLANDS COUNTY, FLORIDA.

DOCUMENTS ANNEXED

Declaration of Covenants and Restrictions

Certificate and Articles of Incorporation of
Golf Hammock Owners Association, Inc.

By-Laws of Golf Hammock Owners Association, Inc.



Prepared by:

Myron H. Burnstein
Attorney-at-Law
SALTER, YESLOW AND BURNSTEIN
1720 Harrison Street
Hollywood, Florida

375077

D. P. SOUL. 541 PAGE 732

DECLARATION OF COVENANTS AND RESTRICTIONS

GOLF HAMMOCK - PHASE I

THIS DECLARATION, made this 2ND day of FEBRUARY,
1977, by the undersigned,

W I T N E S S E T H:

WHEREAS, the parties signing this Declaration are the owners of the property described on "Exhibit A" attached hereto, or otherwise have an interest therein requiring or entitling them to join in this Declaration (the property described on "Exhibit A" being hereinafter referred to as "the property"), and

WHEREAS, the parties desire to create thereon a residential community with common facilities for the benefit of said community, and,

WHEREAS, the parties desire to provide for the preservation of the value and amenities within said community by subjecting the property to certain declarations, charges and liens hereinafter set forth, for the benefit of the property and each owner thereof, and,

WHEREAS, a corporation known as GOLF HAMMOCK OWNERS ASSOCIATION, INC., has been incorporated for the purpose of maintenance and administration of the property and facilities, and to enforce the covenants and restrictions herein contained or which are otherwise applicable to such property,

NOW, THEREFORE, the parties declare that the property, and such additions thereto as may hereafter be made pursuant to the terms of this Declaration, is and shall be held, transferred, sold, occupied and used subject to the conditions, restrictions, easements, charges, liens and other matters hereinafter set forth.

1.

ARTICLE I

DEFINITIONS

The following words when used herein shall have the following meanings:

A. "Developer" shall mean AMERICAN HOME SERVICE CORP., a Florida Corporation.

B. "Association" shall mean and refer to a non-profit Florida corporation, GOLF HAMMOCK OWNERS ASSOCIATION, INC.

C. "The Properties" shall mean and refer to the property and all additions thereto as provided for herein.

D. "Common Property" shall mean those areas shown on any recorded subdivision plat of the properties intended to be devoted to the common use and enjoyment of the owners of the properties, including lakes, roads and bridle paths.

E. "Lot" shall mean and refer to any parcel of land shown on any plat with the exception of common properties, and if no plat is recorded, shall mean and refer to any building site or individually owned parcel of land within the area of land subject to these restrictions.

F. "Owner" shall mean the fee simple owner of title to any lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 1, Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described on "Exhibit A", attached hereto.

Section 2, Additions to Existing Property. Additional land may become subject hereto if the Developer brings same within the scheme of this Declaration in future stages of development; provided, however,

that any such additions shall conform to the general development of the existing property, and the same shall become subject hereto upon Developer recording a declaration describing such additional land and stating that the same shall be subject to this Declaration, referring therein to the book and page of the Public Records where this Declaration is recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every person or entity which is the fee simple owner of record of a lot subject to these covenants shall be a member of the Association, with the rights, duties, responsibilities, voting privileges and other incidents of ownership being set forth in detail in the by-laws of the Association, provided that if not otherwise provided in the Articles of Incorporation or the by-laws of the Association, each owner shall be entitled to one (1) vote for each lot.

ARTICLE IV

PROPERTIES RIGHTS

Every member shall have a right of easement of enjoyment in and to all of the common properties, which shall be appurtenant to and pass with the title to every lot. The developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the Developer's opinion, the Association is able to maintain the same, and until the date of actual conveyance, the interest of the Association shall be an equitable interest. Notwithstanding the foregoing, the Developer, for itself, its successors and assigns, hereby covenants and agrees to convey the common properties to the Association not later than December 31, 1985.

ARTICLE V

MAINTENANCE: ASSESSMENTS

The Association shall have the duty and responsibility to do the following:

- A. To maintain "parklets" and common landscaping areas as delineated on any plats of the subject property, if any.
- B. To maintain all Bridle Paths located within the properties.
- C. To maintain all fences and barricades constructed for the common security of the owners.
- D. To clean and maintain the lakes and waterways, if any, located within the properties.
- E. To maintain all private roads located within the properties.

The Association may, but shall not be required to do the following:

- F. To provide a security patrol and facilities for the protection of the members and their families and residences.
- G. To do such other things and take such other actions as may reasonably be required to promote the health, safety and welfare of the members.

To accomplish any or all of the foregoing, the Association may assess each owner an amount, and all owners of lots within the property shall be obligated to pay a proportionate share of the cost of the foregoing services and other charges or fees otherwise provided for in the Articles of Incorporation or by-laws of the Association, whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such lot or living unit.

The delineation of services above is merely an expression of the general type of services to be provided, and any costs reasonably

incurred shall be assessed equally against the owners. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the by-laws of the Association; provided, however, that the Association shall have and is hereby given a lien on each lot and living unit for the amount of any unpaid assessment, with interest thereon at the rate of nine percent (9%) per annum from the date the same is past due until paid, and the said lien may be enforced in the same manner as a mortgage thereon may be foreclosed; provided however, that any lien created pursuant to this Declaration of Covenants and Restrictions or the By-laws of the Association shall not exist until the same is recorded in the Public Records of Highlands County, Florida, making specified references to this Declaration.

Each owner agrees to pay court costs and reasonable attorneys' fees incurred by the Association in enforcing the provisions hereof against such owner.

ARTICLE VI

PLANS AND SPECIFICATIONS APPROVAL

Site Plans, architectural plans and specifications for dwellings, accessory buildings, fences, or structures shall first be approved in writing by the Developer or its duly authorized agent, prior to the commencement of any construction.

ARTICLE VII

OFF STREET PARKING

No vehicle of any kind, including automobiles, trucks, travel trailers, motor homes, boats, boat trailers and utility trailers shall be parked or kept on any street or road deemed common property hereunder.

ARTICLE VIII

NUISANCES AND REMOVAL THEREOF

The Association shall have the right, power and duty to establish rules and regulations for the maintenance of the lots within the subdivision. It is the intention of the parties that no trash or refuse be allowed to be placed, or suffered to remain, anywhere within the subdivision or on the lands or individual lots, and that such lands shall be kept free from such conditions and in a clean and tidy condition, and free of conditions obnoxious to the eye or emitting foul or obnoxious odors, and that all structures and improvements built on such lands, and appurtenant thereto, be kept in good condition, repair and appearance by the party for whose benefit the same is maintained. Similarly, no lot shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties.

ARTICLE IX

GARBAGE AND TRASH DISPOSAL

No garbage, refuse or rubbish shall be kept on any lot. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property or common areas, including the golf course.

ARTICLE X

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties, nor shall oil wells, tanks, tunnels, or mineral excavations be permitted upon or in the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

ARTICLE XI

LIVESTOCK, POULTRY AND ANIMALS

No livestock, poultry or animals of any kind may be kept on any lot except domestic household pets and riding horses. Domestic animals and horses may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to the neighborhood. Not more than two (2) dogs and/or two (2) horses may be kept on each acre of land. Areas where dogs or horses are kept must be completely fenced.

ARTICLE XII

DOCKS, BOATHOUSES, WATERFRONT CONSTRUCTION AND BOATS

Docks, bulkheads, mooring, piling or other construction may be erected on, or over, the lakes or waterways, if any, in the properties, with the approval of the Association. No motorboats or gasoline motors shall be permitted or used in any of such lakes or waterways.

ARTICLE XIII

SHORELINES

Shoreline contours of any lake within the properties, and the lots above or below water, and any seawalls thereon, may not be changed without the written approval of the Association. No lot shall be increased in size by filling in the waters upon which it abuts.

ARTICLE XIV

USE RESTRICTIONS

All of the lands subject to the provisions hereof shall be used only for single family residential uses, only one residence may be built on one lot. Buildings accessory to the use of one family living may be erected, provided that they do not furnish accommodations for an additional family. No commercial building

shall be erected, nor shall any building be used for any commercial purposes. No trailer, tent, shack or other outbuilding shall be used as a temporary or permanent residence.

ARTICLE XV

TRUCKS AND HEAVY EQUIPMENT

No truck or other commercial vehicle larger than a three-quarter ton pickup shall be kept upon the properties. No commercial equipment, road graders, bulldozers, or other heavy equipment shall be kept, stored, or allowed in the development except that equipment needed to build and maintain roads and make other improvements as deemed necessary by the Developer.

ARTICLE XVI

SUBDIVIDING

No platted lot shall be subdivided, nor shall any portion of a lot less than the whole thereof be sold or transferred to any person, unless the entire lot shall be utilized to enlarge the adjacent lots.

ARTICLE XVII

SEWAGE

Whether or not provision therefor is specifically stated in any conveyance, the owner or occupant of each and every parcel of land subject to these provisions, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that septic tanks sufficient in size and construction to provide sanitary disposal of sewage shall be placed on or in connection with such parcel.

ARTICLE XIX

MINIMUM SIZE OF RESIDENCE

The floor areas of any single family residential unit erected in this subdivision shall not be less than One Thousand Two Hundred

(1,200) square feet, exclusive of garages, unglazed porches, screen patios, loggias, or similar spaces, and exclusive of any accessory building.

ARTICLE XX

PERMANENT EASEMENTS

Notwithstanding that the roads within the area subject to this agreement may be developed, kept and maintained as private roads and drives, a permanent and irrevocable easement and right-of-way over and across said roads is retained by the Developer for the benefit of the Developer and any grantee of Developer of any lands, their successors and assigns, and any tenants, guests and visitors, and for the use and benefit of all service vehicles and personnel, to pass over and across the same for the purposes of ingress and egress to and from any lands now or hereafter or heretofore at any time owned by Developer, and a permanent and irrevocable easement is likewise given and granted to any utility which shall, by separate agreement, or by law, have the right or obligation to provide utility services to any of such lands, to install, repair, and maintain their utility lines within the right-of-way of any such road, and the easements herein referred to shall continue in perpetuity, notwithstanding any of the provisions of this agreement regarding termination of the provisions hereof.

ARTICLE XXI

HOMEOWNERS' ASSOCIATION

For the purpose of maintaining roads, traffic control, landscaping within the roadway areas, security control, waste services, and all common community services of every kind and nature required or desired within the lands described herein for the general use and benefit of all lot owners, each and every one of them, by acceptance of a deed or a contract for any of such property, agrees

to and shall be a member of, and be subject to the obligations and duly acknowledged by-laws or rules of the Association. The Developer shall elect to transfer control of the Association to the members; provided, however, that if one owner other than the Developer shall at any time own more than fifty percent (50%) of the land area which is subject to this Agreement, then control of the Association shall be transferred to him, until such owner shall elect to transfer such control to the members. "Control" of the Association shall mean the right to elect all officers and directors of the Association. Notwithstanding the foregoing, control of the Association shall be transferred to the members no later than December 31, 1985.

ARTICLE XXII

GENERAL PROVISIONS

Section 1, Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date hereof, and after such period of 25 years, the same shall continue in effect, unless, prior to the expiration of such period, there shall be recorded in the Public Records of Highlands County, Florida, by the Developer, its successors or assigns, or the Association pursuant to an affirmative vote of a majority of its members, a certificate of cancellation and revocation of the same.

Section 2, Amendment. These Declarations may be amended by the joint action, evidenced by a duly executed and recorded instrument of the Developer (including the assignee, by specific assignment,

of Developer's rights hereunder) and the Association acting by a majority vote of its members; provided, however, that any such amendment shall not affect the lien of any mortgage then encumbering any part of the subject land, nor shall such amendment be binding upon or enforceable against any mortgagee acquiring title to the land as a result of foreclosure, or the successors, assigns or grantees of any such mortgagee, unless such mortgagee shall join in such amendment.

Section 3, Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 4, Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants. In addition to the foregoing right, the Developer or the Association shall have the right, after giving thirty (30) days' written notice of any violation to the violating party, said notice to be effective upon mailing, to enter upon any property whenever there shall have been built on such property subject to these restrictions, any structure which is in violation thereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass, and the cost thereof shall be a lien in favor of the Developer or Association, as the case may be, imposed and

enforceable as provided in Article V. The failure by the Developer or the Association to enforce any restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 5, Developer's Rights. It is acknowledged that the performance by the Association of its duties hereunder, and the exercise of its right is for the benefit of the owners of the land subject to these restrictions as well as for the benefit of the Developer, which owns other lands of which the subject land is a part. Accordingly, if the Association shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, the Developer, in its own name or in the name of the Association, shall have the right to perform any of the Association's duties, and to exercise any of the Association's rights arising out of or made necessary by the performance of such duties.

Section 6, Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its corporate hand and seal at the City of Hollywood, County of Broward, State of Florida, the day and year first above written.

Signed, sealed and delivered
in the presence of:

AMERICAN HOME SERVICE CORP.

Jacquelyn J. Miller
Judith Green

By [Signature] PRES.

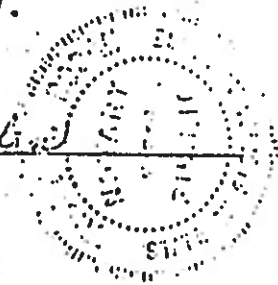
Attest: [Signature]

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas M. Wohl AND Harry K. MacDougall, well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3-28 day of February, 1977.

Clayton M. Nelson
Notary Public



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

EXHIBIT "A"

Commencing at the South 1/4 corner of Section 34, Township 34 South, Range 28 East, Highlands County, Florida; Thence run North 0°-12'-06" East, for a distance of 50.00 feet to a point on the North Right-of-way line of State Road No. 634; Thence East along said North Right-of-way line for a distance of 73.84 feet for Point of Beginning; Thence continue East along said Right-of-Way line for a distance of 120.46 feet to a point of curvature; Thence in a Northwesterly direction along a circular curve to the right (said curve having for its elements a radius of 25.00 feet, and a central angle of 95°00'00") for an arc distance of 41.45 feet to the point of tangency; Thence North 5°00'00" East, for a distance of 41.61 feet to a point of curvature; Thence run along a circular curve to the left (said curve having for its elements a radius of 335.00 feet, and a central angle of 14°38'36") for an arc distance of 85.62 feet to the point of tangency; Thence North 9°38'36" West, for a distance of 100.00 feet to a point of curvature; Thence along a circular curve to the Right (said curve having for its elements a radius of 268.40 feet, and a central angle of 26°51'07") for an arc distance of 125.79 feet to the point of tangency; Thence North 17°12'39" East, for a distance of 134.79 feet to a point of curvature; Thence along a circular curve to the left (said curve having for its elements a radius of 1295.49 feet, and a central angle of 8°18'48") for an arc distance of 187.97 feet to the point of tangency; Thence North 8°53'51" East, for a distance of 395.23 feet; Thence North 81°06'09" West, for a distance of 10.00 feet; Thence North 8°53'51" East, for a distance of 186.54 feet to a point of curvature; Thence along a circular curve to the Right (said curve having for its elements a radius of 635.72 feet, and a central angle of 10°20'00") for an arc distance of 114.65 feet to a point of reverse curve; Thence along a circular curve to the left (said curve having for its elements a radius of 218.73 feet, and a central angle of 29°15'18") for an arc distance of 111.68 feet to the point of tangency; Thence North 10°01'27" West, for a distance of 165.48 feet, to a point of curvature; Thence along a circular curve to the left (said curve having for its elements a radius of 276.72 feet, and a central angle of 24°08'11") for an arc distance of 116.57 feet to a point of tangency; Thence North 34°09'39" West, for a distance of 100.00 feet, to a point of curvature; Thence along a circular curve to the left (said curve having for its elements a radius of 200.00 feet, and a central angle of 18°00'00") for an arc distance of 62.83 feet to a point of reverse curve; Thence along a circular curve to the right (said curve having for its elements a radius of 625.00 feet, and a central angle of 12°39'39") for an arc distance of 138.11 feet to the point of tangency; Thence North 39°30'00" West, for a distance of 61.37 feet to a point of curvature; Thence along a circular curve to the Right (said curve having for its elements a radius of 125.00 feet, and a central angle of 40°08'13") for an arc distance of 87.57 feet to the point of tangency; Thence North 0°38'13" East, for a distance of 46.81; Thence West for a distance of 225.32 feet; Thence South 22°40'21" West, for a distance of 165.45 feet; Thence South 20°11'28" West, for a distance of 242.43 feet; Thence South 15°22'22" West, for a distance of 199.15 feet; Thence South 2°28'44" East, for a distance of 292.13 feet; Thence South 19°25'38" East, for a distance of 238.61 feet; Thence South 30°04'15" East, for a distance of 212.47 feet; Thence South 14°38'32" West, for a distance of 142.08 feet; Thence South 67°25'34" West, for a distance of 100.68 feet; Thence South 88°31'08" West, for a distance of 107.01 feet; Thence South 0°28'03" East, for a distance of 373.88 feet; Thence East, for a distance of 491.08 feet, to the point of curvature; Thence along a circular curve to the right (said curve having for its elements a radius of 25.00 feet, and a central angle of 91°11'06") for an arc distance of 39.79 feet, to the point of reverse curve; Thence along a circular curve to the left (said curve having for its elements a radius of 338.40 feet, and a central angle of 10°49'42") for an arc distance of 63.95 feet, to the point of tangency; Thence South 9°38'36" East, for a distance of 100.00 feet to a point of curvature;

EXHIBIT "A" - Page Two

Thence along a circular curve to the right (said curve having for its elements a radius of 265.00 feet, and a central angle of $14^{\circ}38'36''$) for an arc distance of 67.73 feet, to the point of tangency; Thence South $5^{\circ}00'00''$ West, for a distance of 52.11 feet to a point of curvature; Thence along a circular curve to the right (said curve having for its elements a radius of 25.00 feet, and a central angle of $85^{\circ}00'00''$) for an arc distance of 37.09 feet to the point of tangency and to Point of Beginning, Containing 25.351 Acres.

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF
GOLF HAMMOCK OWNERS ASSOCIATION, INC.

filed in this office on the 5th day of January
19 77.

Charter Number: 737745



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
5th day of January
19 77.

Bruce C. Smith

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

GOLF HAMMOCK OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I
NAME

The name of the corporation is GOLF HAMMOCK OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II
PURPOSES

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common areas within that certain property described as the Subdivision to be known as GOLF HAMMOCK, as will be recorded among the public records of Highlands County, Florida, together with additions as, from time to time, may be made thereto, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided herein, and for this purpose to:

A) exercise all of the powers and privileges, and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Clerk of Circuit Court in and for Highlands County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C) acquire, lease for itself, own, hold, improve, build upon, operate, maintain, convey, sell, lease to others, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

1.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D) borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred: and

E) to contract for the management of the Association and to delegate to such contractor powers and duties except such as are specifically reserved by these Articles;

F) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE IV TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE V SUBSCRIBERS

The names and residences of the subscribers to these Articles are:

MYRON H. BURNSTEIN	1720 Harrison St., Hollywood, Fla.
JERROLD KNEE	9200 N. Hollybrook Lake Dr., Pembroke Pines, Fla.
JEANNE BROWN	221 N.E. 11th Ave., Hallandale, Fla.

ARTICLE VI OFFICERS

The officers of the corporation shall be a President, such numbers of Vice Presidents, a Secretary, a Treasurer, and such other officers as may be provided in the by-laws. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

President	Myron H. Burnstein
Vice President	Jerrold Knee
Secretary	Jeanne Brown

The officers shall be elected at the annual meeting of the Board of Directors, or as provided in the by-laws.

ARTICLE VII
BOARD OF DIRECTORS

The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have three (3) directors initially. The number of directors may be increased from time to time by the by-laws, but shall never be less than three.

The Board of Directors shall be members of the corporation. The members of the Board of Directors shall be elected and hold office in accordance with the by-laws.

The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation, are:

MYRON H. BURNSTEIN	1720 Harrison St., Hollywood, Florida
JERROLD KNEE	9200 N. Hollybrook Lake Dr., Pembroke Pines, Fla.
JEANNE BROWN	221 N. E. 11th Ave., Hallandale, Fla.

ARTICLE VIII
BY-LAWS

The Board of Directors of this corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Upon proper notice the by-laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or any special meeting called for that purpose.

ARTICLE IX
AMENDMENTS

These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a 75% vote of those present. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the by-laws, of intention to submit such amendments.

ARTICLE X
LOCATION

The location of the principal office of this corporation shall initially be at 1720 Harrison St., Hollywood, Florida.

ARTICLE XI
VOTING RIGHTS

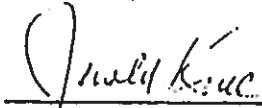
The membership shall be entitled to one vote for each lot owned.

IN WITNESS WHEREOF, we the undersigned subscribing incorporators, have hereunto set our hands and seals, this 24th

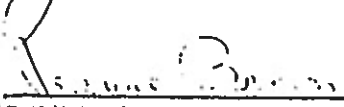
day of December, 1976, for the purpose of forming this corporation not for profit under the laws of the State of Florida.



MYRON H. BURNSTEIN



JERROLD KNEE

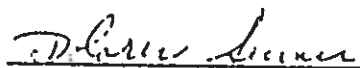


JEANNE BROWN

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

Before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared MYRON H. BURNSTEIN, JERROLD KNEE, and JEANNE BROWN, to me known to be the persons described as subscribers in, and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the county and state named above this 16 day of December, 1976.



Notary Public

My commission expires:
Notary Public, State of Florida at large
My Commission Expires May 17, 1979
Bonded by American Fire & Casualty Co.

BY-LAWS

OF

GOLF HAMMOCK OWNERS ASSOCIATION, INC.

(A Florida Not-for-Profit Corporation)

ARTICLE I

NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of the Golf Hammock Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 1720 Harrison St., City of Hollywood, County of Broward, State of Florida.

ARTICLE II
DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

A. "Association" shall mean and refer to Golf Hammock Owners Association, Inc., a Florida Not-for-Profit corporation.

B. "Developer" and "declarant" shall be used interchangeably and shall mean and refer to American Home Service Corp., a Florida corporation.

C. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the properties, recorded among the public records of Highlands County, Florida.

D. "The Properties" shall mean and refer to all those areas of land described in and subject to the Declaration.

E. "Common Property" shall mean and refer to those areas of land, including the facilities constructed thereon, shown on any recorded subdivision plat of the properties intended to be devoted to the common use and enjoyment of the owners of the properties, including lakes, roads and bridle paths.

F. "Lot" shall mean and refer to any parcel of land shown on any plat, with the exception of common properties, and if no plat is recorded, shall mean and refer to any building site or individually owned parcel of land within the area of land subject to these restrictions.

G. "Owner" shall mean the fee simple owner of title to any lot, including the Developer with respect to unsold lots. Every Owner shall be treated for all purposes as a single owner for each lot held, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common, or tenancy by the entirety, majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

1.

H. "Member" shall mean and refer to an owner of a lot and a Member of this Association.

ARTICLE III PURPOSE

This Association is formed to own, operate, manage and control the Common Property as an automatic Home Owners Association for the benefit of its members as herein defined.

ARTICLE IV APPLICABILITY

All present and future Members, lessees, tenants, their families, guests, licensees, agents, employees and any other person or persons that shall be permitted to use the Common Area shall be subject to these by-laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE V USE OF FACILITIES

The Common Property shall be limited to the use of the Members and their guests. In the event that a Member shall lease or permit another to occupy his home, however, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Common Property in lieu of and subject to the same restrictions and limitations as said Member. Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to members of his family residing in his household by notifying the Secretary, in writing, of the names of any such persons and of the relationship of such Member, lessee or occupant to such persons.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Each Owner, as defined herein, shall be a Member of the Association, and shall be entitled to one vote.

ARTICLE VII QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many members as shall represent at least 51% of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Certificate of Incorporation of the Association, or by these by-laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present and represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the 2/3 vote of the members present in person or represented by written proxy shall decide any question brought before such meeting, and such vote shall be binding upon all Members, unless the question is one upon which, by express provision of Statute, the Declaration, the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by Statute or by any provision of the Declaration, Certificate of Incorporation, or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. Place of Meeting. Meetings shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notice of such meeting.

Section 7. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these by-laws. The members may also transact such other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member, at least ten, but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in these by-laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- A. Roll Call.
- B. Proof of Notice of Meeting or Waiver of Notice.
- C. Reading of Minutes of preceding meeting.

- D. Report of Officers
- E. Election of Directors (if there is an election)
- F. Unfinished business
- G. New Business.

ARTICLE VIII
BOARD OF DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall be three directors. The initial Board shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting of the Association, and at all subsequent annual meetings, the Members shall vote for and elect the directors to serve for one year terms, and until their successors have been duly elected and qualified. All Directors must be members of the Association.

Section 2. Cumulative Voting and Right of Sponsor to Designate Certain Board Members. In any election of Directors each Member shall be entitled to as many votes as shall equal the number of Directors to be elected, and a member may cast all of such votes for a single Director or may distribute them among two or more directors as he sees fit.

Notwithstanding the foregoing, the Developer shall have the right to designate the Directors until December 31, 1977.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of a majority of the Members.

Section 5. Powers.

A. The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Certificate of Incorporation, or by these by-laws, directed or required to be exercised or done by the Members or Owners personally. These powers shall specifically include, but not be limited to the following items.

1. To determine and levy an annual or monthly assessment ("Association Assessment") to cover the cost of operating and maintaining the common area, and the expenses pursuant to the Declaration, payable in advance. The Board of Directors may increase the assessment, or vote a special assessment in excess of that amount, if required to meet any additional necessary expenses.

2. To collect, use and expend the assessments

collected to maintain, care for and preserve the common area, and other expenses pursuant to the Declaration.

3. To make repairs, restore or alter any of the common area pursuant to the Declaration.

4. To open bank accounts on behalf of the Association, and to designate the signatories to such bank accounts.

5. To insure and keep insured the common areas.

6. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to.

7. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and regulations and all amendments to each Member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of the common area by guests or the Members.

8. To employ workmen, janitors, gardeners, greenskeepers, lifeguards, pool boys, bookkeepers, and supervisory personnel, and to purchase supplies and equipment, and to enter into contracts.

9. To bring and defend actions by or against more than one Member and pertinent to the operation of the Association.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Meetings.

A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

B. Regularly scheduled meetings of the Board may be held without special notice.

C. Special meetings of the Board may be called by the President on two (2) days' notice to each Director, either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a 2/3 majority of the Directors present at any meeting at which there is a quorum

shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these by-laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

E. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required any any business may be transacted at such meeting.

Section 8. Annual Statement. The Board of Directors shall furnish to all Members, and shall present annually (at the annual meeting), and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Association members.

ARTICLE IX OFFICERS

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, and a Secretary-Treasurer or a Secretary and a Treasurer.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of the Association Members, shall elect all the officers. Only the President must be a member of the Board.

Section 3. Term. The officers shall hold office for the term to which they are elected and appointed and until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 4. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not for Profit Corporation Law of the State of Florida.

Section 5. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other

powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of Florida.

Section 6. The Secretary. The Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give or cause to be given notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 7. The Treasurer. The Treasurer shall be responsible for the funds of the Association and shall keep full and accurate accounts of receipts and disbursements. He shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X NOTICES

Section 1. Definition. Whenever under the provisions of the Declaration or of these by-laws notice is required to be given to the Board of Directors, or to any Director or association member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such Director or Member at such address as appears on the books of the Association.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these by-laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XI ASSESSMENTS AND FINANCES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The creation of the lien and personal obligation of assessments is governed by the Declaration.

Section 2. Purpose of Assessments. The purpose of assessments is specified in the Declaration.

Section 3. Basis of Assessments. The basis of assessments is specified in the Declaration.

Section 4. Effect of non-payment of Assessment; Remedies of the Association. The effect of non-payment of assessments and the remedies of the Association shall be as specified in the Declaration.