

**THIRD AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HAMMOCK ISLES CUSTOM HOMES**

This Amendment is made this 14 day of May, 2015, by Hammock Isles Custom Homes Homeowners' Association, Inc., for itself and its successors and/or assigns.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes Homeowners' Association, Inc. recorded in the Official Records of Collier County, Florida, O.R. Book 3403, Page 0348.

NOW, THEREFORE, the Declaration is amended as follows:

1. Per the attached Affidavit, the second paragraph of Article 6.01 was a scrivener's error. As such, the revised Declaration page is attached hereto.
2. All other terms and conditions contained in the Declaration shall remain in full force and effect, except as they may be contrary to the above, in which case the above shall control.

IN WITNESS WHEREOF, the Declarant does hereby execute this Amendment through its undersigned, duly authorized officer.

HAMMOCK ISLES CUSTOM HOMES
HOMEOWNERS' ASSOCIATION, INC.

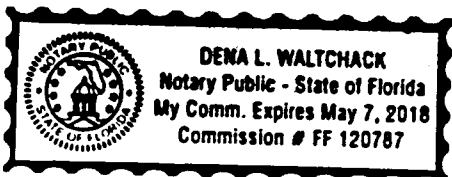
Deanna Gerard
Witness Deanna Gerard

Stephen Curson
Witness Stephen Curson

Robert Lipstein
By _____
Its: President

STATE OF FLORIDA
COUNTY OF COLLIER

On this 14 day of May, 2015, before me, personally appeared Robert Lipstein as President of Hammock Isles Custom Homes Homeowners' Association, Inc., who is personally known to me or produced _____ as identification and acknowledged that he executed the foregoing instrument on behalf of the corporation, for the purposes expressed therein.



Dena Waltchack
Notary Public

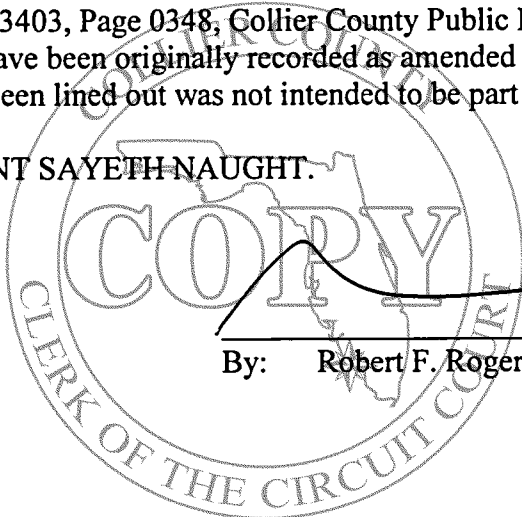
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, this day, personally appeared Robert F. Rogers, herein "Affiant," who after being first duly sworn deposes and says that the following facts are given of personal knowledge:

I prepared the Declaration of Hammock Isles Custom Homes Homeowners' Association, Inc. recorded at O.R. Book 3403, Page 0348, Collier County Public Records. The attached page of the Declaration should have been originally recorded as amended on the attached. Thus, the second paragraph that has been lined out was not intended to be part of the Declaration.

FURTHER AFFIANT SAYETH NAUGHT.



[Handwritten Signature]
By: Robert F. Rogers

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 14TH day of MAY, 2015, by Robert F. Rogers, who is personally known to me.



[Handwritten Signature]
Notary Public

(a) General Maintenance. Through the HIMA, the Hammock Isles Custom Homes Homeowners' Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Custom Homes Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping, drainage, irrigation and entry features which are Common Area.

~~Landscape maintenance will include the exterior customary maintenance on the lawns for all units located in Hammock Isles Custom Homes. Said price for same shall be a specific line item on both the budget of the Hammock Isles Master Association and the Hammock Isles Custom Homes Homeowners' Association.~~

This obligation will be realized through a contribution to the HIMA which shall then be responsible for maintenance of the common areas as described above.

6.02 Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and shall cooperate with the Master Association so that the Master Association and the Hammock Isles Custom Homes Homeowners' Association can most efficiently and economically provide their respective services to the Owners, if the Hammock Isles Custom Homes Homeowners' Association fails, neglects or is unable to perform a duty or obligation required by the Hammock Isles Custom Homes Documents, including, without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Hammock Isles Custom Homes Homeowners' Association, perform such duties or obligations until such time as the Hammock Isles Custom Homes Homeowners' Association is able to resume such functions, and charge the Hammock Isles Custom Homes Homeowners' Association a reasonable fee for the performance of such functions and assess the costs thereof against all or the benefited Units.

6.03 Entry Rights and Liability. The Hammock Isles Custom Homes Homeowners' Association and the Master Association, in the event that the Hammock Isles Custom Homes Homeowners' Association fails to do so, shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to enter upon any property within Hammock Isles Custom Homes to carry out the provisions of this Declaration and same shall not constitute a trespass. Neither the Hammock Isles Custom Homes Homeowners' Association nor the Master Association shall be liable for any action taken under this Section and each Owner agrees the Master Association, its officers, directors, agents and employees shall not be liable for any action undertaken pursuant to this Section.

6.04 Owner's Responsibility. Each Owner shall maintain his or her Unit in good repair and in a neat and attractive condition in accordance with the Hammock Isles Custom Homes Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Hammock Isles Custom Homes Homeowners' Association, (b) causes the Hammock Isles Custom Homes Homeowners' Association's insurance premiums to increase or (c) interferes with the Hammock Isles Custom Homes Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Hammock Isles Custom Homes Homeowners' Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Hammock Isles Custom Homes Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Hammock Isles Custom Homes Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 14, 2016, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes, as originally recorded in O.R. Book 3403 at Pages 0348 *et seq.*, Public Records of Collier County, Florida, and the Articles of Incorporation and Community Standards and Guidelines Handbook of Hammock Isles Custom Homes Homeowners' Association, Inc., which are attached as Exhibits "B" and "C" respectively to the original Declaration of Covenants, Conditions and Restrictions, and the Bylaws of Hammock Isles Custom Homes Homeowners' Association, Inc.

(for use by Clerk of Court)

1. The following resolution was approved by the affirmative vote of Members representing sixty-seven percent (67%) of the total votes in the Hammock Isles Custom Homes Homeowners' Association.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by the affirmative vote of seventy-five percent (75%) or more of the votes of Members at a duly called meeting of the Members.

RESOLVED: That the Articles of Incorporation of Hammock Isles Custom Homes Homeowners' Association, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

3. The following resolution was approved by a majority of the members of the Board of Directors of Hammock Isles Custom Homes Homeowners' Association.

RESOLVED: That the Community Standards and Guidelines Handbook of Hammock Isles Custom Homes Homeowners' Association, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

4. The following resolution was approved by the affirmative vote of Members representing sixty-seven percent (67%) of the total votes in the Hammock Isles Custom Homes Homeowners' Association.

RESOLVED: That the Bylaws of Hammock Isles Custom Homes Homeowners' Association, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 1/29/2016

(1) Stephen Casson
Witness

Print Name: STEPHEN CASSON

(2) Katharine Kaskel
Witness

Print Name: KATHARINE KASKEL

HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

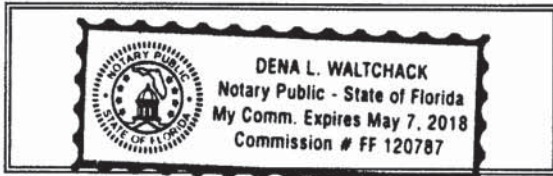
By: [Signature]
Robert Lipstein, President
75 Vineyards Blvd.
Naples, FL 34119

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

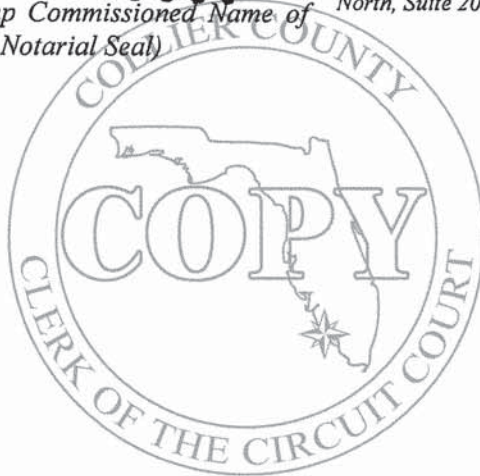
The foregoing instrument was acknowledged before me this 29 day of January, 2016 by Robert Lipstein, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



Dena L. Waltchack
Signature of Notary Public

*This instrument prepared by Robert E. Murrell, Esq.,
Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail,
North, Suite 200, Naples, FL 34103.*

*Print, Type, or Stamp Commissioned Name of
Notary Public (Affix Notarial Seal)*



**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES CUSTOM HOMES**

The Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes ("Declaration") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Article II, Section 2.02 of the Declaration shall be amended as shown below:

2.02 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Hammock Isles Custom Homes Homeowners' Association, ~~including without limitation maintenance of the exterior of Units.~~ The Areas of Common Responsibility shall also include those areas, if any, which are to be maintained by the Hammock Isles Custom Homes Homeowners' Association pursuant to a contract entered into by the Hammock Isles Custom Homes Homeowners' Association and a third party.

2. Article II, Section 2.11 of the Declaration shall be amended as shown below:

2.11 "Declaration" or "Hammock Isles Custom Homes Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes, including all amendments lawfully adopted after the date these documents are recorded.

3. Article II, Section 2.21 of the Declaration shall be amended as shown below:

2.21 "Architectural Review New Construction Committee" or "ARC Committee" shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in Hammock Isles Custom Homes.

4. Article II, Section 2.22 of the Declaration shall be amended as shown below:

2.22 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Unit (including Declarant, but excluding any party holding an interest merely as a security for the performance of an obligation). If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. ~~If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for purposes of exercising all privileges of membership in the Hammock Isles Custom Homes Homeowners' Association.~~

5. Article II, Section 2.25 of the Declaration shall be amended as shown below:

2.25 "Streets" shall mean and refer to any roadway which is constructed by Declarant and dedicated to the Hammock Isles Master Custom Homes Homeowners' Association; Streets and all

median landscaping and specifically surface treatments such as, but not limited to, pavers or stamped concrete shall be Common Area.

6. Article III, Section 3.01 of the Declaration shall be amended as shown below:

3.01 Plan for Development:

(a) ~~General. Declarant presently plans to develop Hammock Isles Custom Homes as single family homes. Declarant also has the right to develop a portion of Hammock Isles Custom Homes as Common Areas, which may include, without limitation, streets, entry signs, lighting and landscaping. Declarant makes no representations or warranties of any kind or nature that it will construct single family homes or any Common Areas in Hammock Isles Custom Homes. Declarant reserves to itself the right, in its sole discretion, to develop Hammock Isles Custom Homes in any manner it desires, in accordance with the requirements of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Hammock Isles Custom Homes.~~

(b) ~~Declaration, Hammock Isles Custom Homes Homeowners' Association. This Declaration is not a declaration of condominium. No portion of Hammock Isles Custom Homes is submitted by this Declaration to the condominium form of ownership. Declarant has caused the Hammock Isles Custom Homes Homeowners' Association to be formed to perform certain administrative and operation functions regarding Hammock Isles Custom Homes as set forth more fully in the Hammock Isles Custom Homes Documents. The Hammock Isles Custom Homes Homeowners' Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. Except as otherwise specifically provided in the Hammock Isles Custom Homes Documents, the expressed intent of the Hammock Isles Custom Homes Documents is that the substantive rights hereunder shall not be affected by legislation subsequent to the date of the execution of the Hammock Isles Custom Homes Documents.~~

7. Article III, Section 3.02 of the Declaration shall be deleted in its entirety as shown below:

~~3.02 Property. Declarant shall have the right by supplement to change the use of any portion of Hammock Isles Custom Homes subject only to the approval of the Owners of the Property. Additionally, Declarant reserves the right by supplement to determine that any portion of Hammock Isles Custom Homes is no longer subject to this Declaration, subject only to the consent of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Hammock Isles Custom Homes; provided, however, that any such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of Hammock Isles Custom Homes. In addition to the initial property subject to this Declaration, any property which Declarant shall acquire within Hammock Isles Custom Homes shall be automatically subject to this Declaration.~~

8. Article III, Section 3.03 of the Declaration shall be deleted in its entirety as shown below:

~~3.03 Supplements. Declarant shall have the right, alone and in its sole discretion, to execute and record in the Office of the Clerk of the Circuit Court of the County, a supplement~~

containing provisions which (a) assign a specific use to any portion of Hammock Isles Custom Homes; (b) modify the provisions of this Declaration as they apply to all or any portion of Hammock Isles Custom Homes; (c) create new provisions to this Declaration as they apply to all or any portion of Hammock Isles Custom Homes; (d) withdraw the applicability of any of the provisions of this Declaration; and (e) do anything else permitted by this Declaration.

9. Article IV, Section 4.01 of the Declaration shall be amended as shown below:

4.01 Land Use Within Hammock Isles Custom Homes.

(a) ~~In general, Declarant may, in its sole and absolute discretion, establish any use for the Property consistent with the terms of this Declaration, the Master Declarations, the P.U.D. Agreement covering the Vineyards and applicable governmental orders, approval, permits and regulations. The Property shall be subject to the use restrictions set forth in the Master Declaration and the design standards and guidelines adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association as the same may be supplemented by additional guidelines and standards adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association.~~

(b) ~~Replacements, Repairs and Alterations. All replacements, repairs and other alterations to any of the Units must be consistent with the original design of the Unit, this Declaration and the Master Declaration.~~

10. Article IV, Section 4.02 of the Declaration shall be amended as shown below:

4.02 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Declarant shall, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Hammock Isles Custom Homes Homeowners' Association, and the Hammock Isles Custom Homes Homeowners' Association shall accept, all of the Common Area. Certain portions of Hammock Isles Custom Homes may be conveyed to the Master Association as Common Area or Neighborhood Common Area (as those terms are defined in the Master Declaration), and shall include Tracts A, B, C, and the northern half of Tract H.

THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. ~~BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREA OR THE DEED TO ANY UNIT, THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION AND ALL~~

~~OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.~~ All costs and expenses of any conveyance of any property by Declarant to the Hammock Isles Custom Homes Homeowners Association shall be paid for by the Hammock Isles Custom Homes Homeowners' Association.

11. Article V, Section 5.01 of the Declaration shall be amended as shown below:

5.01 Membership. Every Owner and the Declarant, so long as they own Units, shall be members of the Hammock Isles Custom Homes Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Hammock Isles Custom Homes Homeowners' Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Supplement.

The Hammock Isles Custom Homes Homeowners' Association shall have one class two (2) classes of membership, which shall be all owners of Units within Hammock Isles Custom Homes.
~~(a) Class "A" Members and (b) Class "B" Members as follows:~~

~~(a) Class "A." Class "A" Members shall be all owners of Units within Hammock Isles Custom Homes other than the Class "B" Member.~~

~~(b) Class "B." The Class "B" Member shall be the Declarant. The Class "B" Membership shall terminate and be converted to Class "A" Membership on the earlier of (i) the date when the total votes associated with the Class "A" Membership exceed the total votes associated with the Class "B" Membership, (ii) the latest date allowed by law, or (iii) such earlier date as Declarant in its sole discretion establishes by Supplement.~~

12. Article V, Section 5.02 of the Declaration shall be amended as shown below:

5.02 Voting.

~~(a) Class "A" Members. Class "A" Members shall be entitled to one (1) vote for each Unit owned by the respective Class "A" Member provided, however, there shall be only one (1) vote per Unit.~~

~~(b) Class "B" Member. Class "B" Member shall be entitled to three (3) votes for each Unit owned by the Class "B" Member. After termination of the Class "B" Membership, the Declarant shall be a Class "A" Member entitled to one (1) vote for each Unit owned. So long as Declarant owns one (1) or more Units, Declarant shall have a right to disapprove actions of the Board of Directors and any committee.~~

(b c) Joint Ownership by Individuals, Corporations, Partnerships or Trusts. A Unit may be owned by two (2) or more natural persons, or in a trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent

of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of co-Owners, a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Declaration. No more than one (1) such change will be approved in any twelve (12) month period. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one individual Person holds an interest in a Unit, the vote for the respective parcel shall be exercised by the Primary Occupant, any such Person; provided, however, the Persons holding the interest in the Unit can notify the Secretary of the Hammock Isles Custom Homes Homeowners' Association, in writing, prior to or during any meeting of the manner in which the vote for the Unit is to be exercised, and, in the absence of such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Unit owned by Member that is a corporation, partnership, trust or other entity shall be exercised by the Primary Occupant as if the Primary Occupant were the only actual Owner. individual designee from time to time by the Owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.

13. Article V, Section 5.03 (b) of the Declaration shall be deleted in its entirety as shown below:

~~(b) Veto Power. So long as the Declarant is entitled to appoint at least one (1) member to the Board, the Declarant shall have a right to disapprove actions of the Board and any committees as more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, the Declarant may exercise its right to disapprove actions of the Board and any committees and the Hammock Isles Custom Homes Homeowners' Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Hammock Isles Custom Homes Homeowners' Association which the Declarant vetoed.~~

~~This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board or the Hammock Isles Custom Homes Homeowners' Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Hammock Isles Custom Homes Homeowners' Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.~~

~~This Section may not be amended without the express, written consent of the Declarant.~~

14. Article VI, Section 6.01 of the Declaration shall be amended as shown below:

6.01 Hammock Isles Custom Homes Homeowners' Association General Maintenance Responsibility.

(a) ~~General Maintenance.~~ Through the HIMA, the Hammock Isles Custom Homes Homeowners' Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Custom Homes Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping and drainage, irrigation located on the and entry features which are Common Areas of the Hammock Isles Custom Homes Neighborhood.

~~Landscape maintenance will include the exterior customary maintenance on the lawns for all units located in Hammock Isles Custom Homes. Said price for same shall be a specific line item on both the budget of the Hammock Isles Master Association and the Hammock Isles Custom Homes Homeowners' Association.~~

~~This obligation will be realized through a contribution to the HIMA which shall then be responsible for maintenance of the common areas as described above.~~

15. Article VI, Section 6.04 of the Declaration shall be amended as shown below:

6.04 Owner's Responsibility. Each Owner shall maintain his or her Unit, including all landscaped areas located on his or her lot, in good repair and in a neat and attractive condition in accordance with the Hammock Isles Custom Homes Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Hammock Isles Custom Homes Homeowners' Association, (b) causes the Hammock Isles Custom Homes Homeowners' Association's insurance premiums to increase or (c) interferes with the Hammock Isles Custom Homes Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Hammock Isles Custom Homes Homeowners' Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Hammock Isles Custom Homes Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

16. Article VI, Section 6.05 of the Declaration shall be amended as shown below:

6.05 Rules and Regulations. The Hammock Isles Custom Homes Homeowners' Association through its Board of Directors may make and enforce reasonable rules and regulations governing Hammock Isles Custom Homes and the use of the Commons Areas (the "Hammock Isles Custom Homes Standards and Guidelines Book"), which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate

and which shall constitute a lien upon the Owner's Unit or Units and suspension of the right to vote and the right to use any recreational facilities (if any) on the Common Areas, and exclusion from Hammock Isles Custom Homes of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Hammock Isles Custom Homes Homeowners' Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

17. A new Section 6.07 shall be added to Article VI of the Declaration to read as shown below:

Section 6.07 Hammock Isles Master Association, Inc. Responsibility. The repair, maintenance and replacement of all streets and improvements within the right-of-way shall be the duty and responsibility of the Hammock Isles Master Association, Inc.

18. Article VIII, Section 8.01 of the Declaration shall be amended as shown below:

8.01 Insurance. The insurance requirements contained herein are not intended to be duplicative with the HIMA. As such, the Board of the HIMA will work with the Board of the Hammock Isles Custom Homes Homeowners' Association to ensure all appropriate coverages are in place and, notwithstanding repetitive provisions in both documents, there is not duplicate coverage.

The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement, repair or reconstruction of any insured item subject to reasonable deductibles as determined by the Board cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained by the Hammock Isles Custom Homes Homeowners' Association shall at a minimum comply with the requirements of the Master Declaration, including the provisions applicable to policy provision, loss adjustment and all other related subjects. All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

The Board shall also obtain a public liability policy covering the Common Areas and the Hammock Isles Custom Homes Homeowners' Association and its Members for all damage or injury caused by the negligence of the Hammock Isles Custom Homes Homeowners' Association or any of its Members or agents.

The public liability policy shall have the liability limits establish by the Board from time to time.

The Board may also obtain such other insurance policies as it deems appropriate, including, without limitation, Directors and Officers liability insurance and fidelity coverage.

19. Article VIII, Section 8.01 of the Declaration shall be amended as shown below:

8.06 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Hammock Isles Custom Homes Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owners further covenants and agrees that in the event of a partial loss or damage resulting from less than total destruction of structures comprising his Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner Hammock Isles Custom Homes Homeowners' Association shall continue to maintain the Unit in a neat and attractive condition.

All policies of insurance required by the terms of this Section shall name the Hammock Isles Custom Homes Homeowners' Association as an additional insured and shall require that the Hammock Isles Custom Homes Homeowners' Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

20. Article VIII, Section 8.07 (b) of the Declaration shall be amended as shown below:

Repair and Reconstruction. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless (i) the ~~Class "B" Member (so long as it exists)~~, and (ii) at least seventy-five percent (75%) of the total votes eligible to be cast by the ~~Class "A" Members~~ shall decide within one hundred twenty (120) sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Hammock Isles Custom Homes Homeowners' Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of Hammock Isles Custom Homes shall be restored to its natural state and maintained by the Hammock Isles Custom Homes Homeowners' Association in a neat and attractive condition.

21. Article IX, Section 9.06 of the Declaration shall be amended as shown below:

9.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Hammock Isles Custom Homes Documents, or any expense of the Hammock Isles Custom Homes Homeowners' Association which is the obligation of an Owner or which is incurred by the Hammock Isles Custom Homes Homeowner's Association on behalf of the Owner pursuant to Hammock Isles Custom Homes Documents, shall be an Individual Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided herein.

Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges (including late fees, costs, interest and attorneys fees) against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

22. Article IX, Section 9.07 of the Declaration shall be deleted in its entirety as shown below:

9.07 THIS SECTION INTENTIONALLY LEFT BLANK. ~~Declarant's Obligation for Assessments. Beginning on the date of the recordation hereof, and continuing until termination of the Class B Membership, Declarant may, in its sole discretion, elect not to pay Base Assessments on Units it owns, but pay the difference, if any, between the amount of Base Assessments payable by Owners other than Declarant and the actual Hammock Isles Custom Homes Expenses. If Declarant determines not to pay the difference between the amount of Base Assessments payable by Owners other than Declarant and the actual Hammock Isles Custom Homes Expenses, then Declarant shall pay Base Assessments as any other Owner pays for Units. Unless Declarant otherwise notifies the Board, in writing, at least (60) days prior to the end of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.~~

23. Article IX, Section 9.08 of the Declaration shall be amended as shown below:

9.08 Establishment of Lien. Failure to pay any and all Assessments when due, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees, shall be a charge on the Unit and shall be continuing lien upon the Unit against which such Assessment is made. The lien relates back to the date of the recording of this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the Public Records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. ~~Except as otherwise provided in the Homeowners Association Act as it presently exists or is amended from time to time,~~ Except as otherwise provided in the Homeowners Association Act as it presently exists or is amended from time to time, no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, the Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's Claim of Lien

was recorded before the mortgage, but shall be superior to, and take priority over, any other lien or mortgage regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Homeowners Association Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Hammock Isles Custom Homes Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Hammock Isles Custom Homes Homeowners' Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Hammock Isles Custom Homes Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

24. Article IX, Section 9.11 of the Declaration shall be amended as shown below:

9.11 Statement of Status of Assessments: Upon ten (10) days' written notice to the Treasurer of the Hammock Isles Custom Homes Homeowners' Association or the manager and payment of a processing fee set by the Hammock Isles Custom Homes Homeowners' Association from time to time, not to exceed the highest amount allowed by law fifty dollars (\$50), any Owner or Institutional Mortgagee of a Unit may request confirmation from the Hammock Isles Custom Homes Homeowners' Association setting forth:

- (a) The amount of any unpaid Assessments (whether Base, Special or Individual), interest, late charges, costs, expenses and attorneys' fees then existing against a particular Unit;
- (b) The amount of the current periodic installments of the base Assessment and the date through which they are paid; and,
- (c) Any other information deemed proper by the Hammock Isles Custom Homes Homeowners' Association.

The information contained in such statement, when signed by an officer of the Hammock Isles Custom Homes Homeowners' Association, shall be conclusive upon the Hammock Isles Custom Homes Homeowners' Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Prior to the issuance of such a statement, the Hammock Isles Custom Homes Homeowners' Association may request the name of any proposed transferee of the Unit and the scheduled closing date. This will permit the records of the Hammock Isles Custom Homes Homeowners' Association

to accurately identify Members.

25. Article IX, Section 9.13 of the Declaration shall be amended as shown below:

9.13 Assessments Levied By The Master Association. The Hammock Isles Custom Homes Homeowners' Association shall, upon the request of the Master Association, collect assessments owed to the Master Association by Owners. The Hammock Isles Custom Homes Homeowners' Association shall remit ~~these collected~~ this amounts to the Master Association within ten (10) days of its receipt ~~of these collected amounts~~ along with an accounting of the Owners who have made payments and the amounts thereof. In the event any collected amount owed the Master Association is not timely paid to the Master Association by the Owners or the Hammock Isles Custom Homes Homeowners' Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Hammock Isles Custom Homes Homeowners' Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

26. A new Section 9.14 shall be added to Article IX of the Declaration as shown below:

9.14 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs and attorneys' fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

27. A new Section 9.15 shall be added to Article IX of the Declaration as shown below:

9.15 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid forty-five (45) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 720.3085 of the Homeowner Association Act, or may be sent separately.

If a Unit Owner fails to pay in full all assessments due under a lien and said default shall continue into a new fiscal year, the Association shall have the right to accelerate the due date of the entire balance of the Unit's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal year. The right to accelerate a new

fiscal year's assessments shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

28. Article X, Section 10.04 of the Declaration shall be amended as shown below:

10.04 Damage or Destruction on Units. In the event of damage or destruction to the improvements located on any Unit, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction or, in the event of total destruction to substantially all of the structures on a Unit, the Owner may elect to remove all structures on that Unit and landscape the Unit in accordance with a plan approved by the Board of Directors. If such repair and restoration or removal is not commenced within sixty (60) days from the date of such damage or destruction, the Hammock Isles Custom Homes Homeowners' Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than the highest amount allowed by law and this Declaration ~~fifty dollars (\$50.00)~~ per day on the Owner unless the Owner can prove to the satisfaction of the Hammock Isles Custom Homes Homeowners' Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be an Individual Assessment.

29. Article X, Section 10.05 of the Declaration shall be amended as shown below:

10.05 Abandoned, Inoperable, Commercial or Oversized Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked in an enclosed garage or ~~operable vehicles left on the Unit by Owners while on vacation.~~ A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof ~~must~~ may be sent to personally served upon the Owner or by electronic mail and also by certified or registered mail, return receipt requested, to the address of the owner which is listed in the Association records posted on the unused vehicle; if such vehicle has not been removed within seventy two (72) hours thereafter, the Hammock Isles Custom Homes Homeowners' Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans shall be permitted to be parked or stored on any Unit. For the purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicles parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Hammock Isles Custom Homes Homeowners' Association at the sole expense of the Owner of such vehicle if such

vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Hammock Isles Custom Homes Homeowners' Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind.

Owners are required to garage all owned vehicles; provided however, that if the Owner has been approved for more than two (2) vehicles, Owner shall be required to garage two (2) vehicles before utilizing the driveway for additional parking.

30. Article X, Section 10.07 of the Declaration shall be amended as shown below:

10.07 Construction Regulations of the Hammock Isles Custom Homes Design Review Criteria. All Owners and their contractors shall comply with the construction regulations of the Hammock Isles Custom Homes Design Review Criteria, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Hammock Isles Custom Homes at any time; the conservation of landscape materials; and fire protection. Whenever a Unit Owner contracts for the maintenance, repair, replacement, alteration, addition or improvement of any portion of the interior or exterior of any Unit or the Common Areas, including tree removal or major pruning of landscaping, approval from the Association is required. As a condition of Association approval, such Owner shall warrant to the Association and its members that his or her contractor is properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

31. Article X, Section 10.09 of the Declaration shall be amended as shown below:

10.09 Annoying Lights, Sounds or Odors. No light, sound or odor shall be emitted from any Unit which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, and those approved by the Board of Directors of Hammock Isles Custom Homes, shall be permitted.

32. Article X, Section 10.15 of the Declaration shall be amended as shown below:

10.15 Leasing and Ownership of Units.

10.15.1 Forms of ownership:

(a) A Unit may be owned by one natural person.

(b) Co-ownership. Co-ownership of Units is permitted. If there are co-owners, the Board shall be entitled to require the owners to designate one (1) natural person as "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the

Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(c) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. A trustee, or corporation, partnership or other entity as a Unit Owner shall be required to designate one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(d) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a Unit which is owned in the forms of ownership stated in preceding subsections (b) and (c) shall designate a primary occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the owner in writing of its action.

(e) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such residence, and occupancy of the residence shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to subsection (b) above.

10.15.2 Transfers.

(a) Sale or Gift. No Unit Owner may dispose of a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(b) Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 10.15.3 (a)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse or non-spouse companion at the time of death, or was related to the owner by blood or adoption within the first degree.

(c) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 10.15.3 below.

(d) Committee Approval. To facilitate transfers proposed during times

when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

10.15.3 Procedures.

(a) Notice to Association.

(1) Sale or Gift. An owner of a Unit intending to make a sale or gift of his or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse or non-spouse companion, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee of a Unit must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section.

(3) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Unit Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(b) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (a) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or the Vice-President of the Association in recordable form and delivered to the transferee of the Unit. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(c) Disapproval. Approval of the Association shall be withheld or denied only for good cause, and then only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval or others who will occupy the Unit have been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(2) The person seeking approval or others who will occupy the Unit have a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(3) The person seeking approval or others who will occupy the Unit give the Board reasonable cause to believe those persons intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the property;

(4) The person seeking approval or others who will occupy the Unit have a history of disruptive behavior or disregard for the rights or property of others;

(5) The person seeking approval or others who will occupy the Unit have evidenced an attitude of disregard for Association rules by their conduct in Hammock Isles Custom Homes as a tenant, Unit owner or occupant of a residence;

(6) The parties to the proposed transfer or others who will occupy the Unit have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

10.15.4 Exception. The provisions of Sections 10.15.2 and 10.15.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

10.15.5 Unapproved Transfers. Any sale or transfer of ownership of a Unit which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall not be concluded; and if it is concluded in disregard of this Section, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

10.15.6 Fees Related to the Sale, Lease or Other Transfer of Units. Whenever herein the Board's approval is required to allow the sale, lease or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law or one hundred dollars (\$100) per applicant, whichever is greater. In addition to the transfer fee, the Association may perform a background and credit review for all potential occupants over the age of eighteen (18), and the applicant or potential occupants shall be responsible for the cost of those reviews.

10.15.7 LEASING OF UNITS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their owners shall be restricted as provided in this section. All leases of Units must be in writing. An Owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person. The legal responsibility for paying Association assessments may not be delegated to the lessee. If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand by notice as provided by Statute that the tenant pay to the Association the subsequent rental

payments and continue to make such payments until all the monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Unit. A tenant is immune from any claim by the Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the association releases the tenant or the tenant discontinues tenancy in the unit. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Unit Owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The Association may issue notice under s. 83.56, Florida Statutes, and may sue for eviction under ss. 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under chapter 83 and specifically has no obligations under s. 83.51. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Unit owner to vote in any election or to examine the books and records of the Association.

10.15.8 Procedures.

(a) Notice by the Owner. An owner intending to lease his Unit shall give to the Board of Directors or its designee, written notice of such intention at least ten (10) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his or her spouse or non-spouse companion, if any, as a pre-condition to approval.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(c) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) the Unit owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the property;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) the Unit Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

(d) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit and owner.

(e) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments may not be delegated to the lessee.

(f) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

10.15.9 Term of Lease and Frequency of Leasing. No Unit may be leased more often than four (4) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No

lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.15.10 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all restrictions. If the lessee and all of his family members within the first degree of relationship are absent, no other person may occupy the Unit.

10.15.11 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

~~Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Hammock Isles Custom Homes rules and regulations:~~

~~(a) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;~~

~~(b) The lease shall be specifically subject to the Hammock Isles Custom Homes Documents and any failure of the tenant to comply with the Hammock Isles Custom Homes Documents shall be a default under the lease; and,~~

~~(c) The Owner shall be liable for any violation of the Hammock Isles Custom Homes Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.~~

33. Article X, Section 10.17 of the Declaration shall be amended as shown below:

10.17 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected, posted, or displayed anywhere within Hammock Isles Custom Homes, including those posted on any Unit or in windows of buildings or motor vehicles, unless the same complies with the standards and guidelines established pursuant to the Master Community Documents and has been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Hammock Isles Custom Homes Homeowners' Association shall have the right to remove signs which fail to comply with standards set by the Master Association and upon prior approval of the Master Association may set more stringent sign requirements for the Units.

34. Article X, Section 10.19 of the Declaration shall be amended as shown below:

10.19 Pets and Animals. Two commonly accepted household pets such as dogs, cats and birds may be kept. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of Hammock Isles Custom Homes. The Owner of any pet shall hold the Association, its officers, and directors harmless from any liability or loss arising from the keeping of the pet in Hammock Isles Custom Homes. All animals shall be contained on the Owner's Unit and shall not be permitted to roam freely. Any Owner whose pet defecates on any Common Areas or any other lot Owners property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons, or any other such animal, fowl or reptile shall be kept on any of the Property.

35. A new Section 10.21 shall be added to Article X of the Declaration to read as shown below:

10.21 All homes in Hammock Isles Custom Homes were constructed with central air conditioning and heating units. Therefore, the installation of external/window air conditioners in any structure on your lot is not permitted. Landscaping should be placed around all external central air conditioning and heating units, so that this equipment is not visible from the street, golf course or neighbors' properties.

36. Article XI of the Declaration shall be amended as shown below:

~~ARTICLE XI
ARCHITECTURAL REVIEW NEW CONSTRUCTION COMMITTEE~~

11.01 Membership. There is hereby established an Architectural Review New Construction Committee ("ARC") which shall be responsible for the administration of the Hammock Isles Custom Homes Standards, new construction and modifications to existing improvements. The ARC Committee shall be composed of a minimum of three (3) persons, who need not be Members of the Association. All of the members of the ARC Committee shall serve at the pleasure of the Board and shall be appointed, removed and replaced by the Board of Directors.

11.02 Purpose. The ARC Committee shall review, study and either approve or reject proposed alterations to improvements to the lot or on the Units, all in compliance with this Declaration and as further set forth in any rules and regulations and the Hammock Isles Custom Homes Design Review Criteria as shall be adopted and established and may be amended from time to time by the ~~Declarant or the~~ Board of Directors. Notwithstanding any provision herein, the ARC Committee shall have the power only to review and comment on improvements initially constructed on vacant Units. Sole jurisdiction for approval of such initial construction shall be within the purview of the ARC New Construction Committee described in the Master Community Documents. Said comments shall be provided to the appropriate committee pursuant to its architectural review powers under the Master Community Documents. The ARC Committee shall exercise its best judgment to see that all improvements conform and harmonize with any existing buildings as to external design, quality and type of construction materials, color, plot plan, height, grade and

finished ground elevation, and all aesthetic considerations herein set forth. The actions of the ARC Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.03 Organization and Operation of ARC Committee.

(a) The term of office of each member of the ARC Committee, subject to Section 11.01, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC Committee member die, retire, become incapacitated or be temporarily absent, a successor may be appointed as provided in Section 11.01.

(b) The chairman shall be appointed by the Board of Directors.

(c) The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each ARC Committee member prior to any meeting.

(d) The affirmative vote of a majority of the ARC Committee members present at a meeting at which a quorum is present shall govern its actions and may be the act of the ARC Committee. A quorum shall consist of a majority of the members.

(e) The ARC Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

11.04 Expenses. Except as hereinafter provided, all expenses of the ARC Committee shall be paid by Hammock Isles Custom Homes Homeowners' Association. The ARC Committee shall have the right to charge a reasonable filing fee for each application submitted to it for review, in an amount established by the ARC Committee from time to time, which amount is designed to cover the costs of the ARC Committee. The filing fees shall be collected by the ARC Committee and remitted to the Hammock Isles Custom Homes Homeowners' Association to help defray the expenses of the ARC's Committee's operation.

11.05 Variances. The ARC Committee may recommend approval of ~~authorize~~ variances from compliance with any of the Hammock Isles Custom Homes Design Review Criteria and their procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances must be approved by the Board of Directors and may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

11.06 Limitation of Liability. The ARC Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Board of Directors, the ARC Committee, nor any individual member thereof, shall be liable to any person for any official act of the ARC Committee in connection with submitted plans and specifications, except

to the extent the ARC Committee or any individual member thereof acted with malice or wrongful intent. Approval by the ARC Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the ARC Committee has approved plans and specifications, neither the ARC Committee nor any of its members shall be responsible or liable to any Owner or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve. Neither the Board, the ARC New Construction Committee nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Hammock Isles Custom Homes Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Board of Directors and the ARC Committee shall be defended and indemnified by the Hammock Isles Custom Homes Homeowners' Association in any suit or proceeding.

11.07 Approval Required. Any reconstruction or the refinishing or alteration of any part of the exterior of any building or other improvement on the Units is absolutely prohibited until and unless the Owner first obtains approval thereof from the ARC New Construction Committee and otherwise complies with the provisions hereof. All improvements shall be constructed only in accordance with the approved plans.

11.08 Removal of Non-Conforming Improvements. The Hammock Isles Custom Homes Homeowners' Association, upon request of the ARC Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Hammock Isles Custom Homes Homeowners' Association for all expenses incurred in connection therewith.

11.09 Compliance. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Hammock Isles Custom Homes Design Review Criteria and the procedures promulgated by the ARC Committee may be excluded by the Board from the Unit without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

11.10 Appeal of ARC Decisions. Any Owner aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

37. Article XII, Section 12.02 of the Declaration shall be amended as shown below:

12.02 Amendment. ~~Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration. After such termination, the Declarant may unilaterally amend this Declaration at any time and from time to time as such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an Institutional Mortgagee to enable such lender or a purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units;~~

provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. So long as it still owns any of the Property for development or sale in Hammock Isles Custom Homes, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Hammock Isles Custom Homes Homeowners' Association, who are present and voting, in person or by proxy, at a duly called meeting, called for the purpose, including sixty-seven percent (67%) of the votes held by the Class A Members and the Class B Member, so long as such membership exists; provided, however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of Collier the County to be effective.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and the third party will affect the validity of such amendment. ~~No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.~~

38. Article XII, Section 12.05 of the Declaration shall be amended as shown below:

12.05 Litigation. Except as otherwise provided by the Homeowners Association Act as amended from time to time, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought, but shall not be required to be brought, by the Association or by a Unit Owner against:

- (A) the Association;
- (B) a Unit Owner;
- (C) anyone who occupies or is a tenant or guest of a residential Owner; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

~~No judicial or administrative proceeding shall be commenced or prosecuted by the Hammock Isles Custom Homes Homeowners' Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members of the Hammock Isles Custom Homes Homeowners' Association. This Section shall not apply, however, to: (a) actions brought by the Hammock Isles Custom Homes Homeowners' Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Hammock Isles Custom Homes Homeowners' Association in proceedings instituted against it. In the~~

~~event any claim is made against Declarant or any litigation is instituted against Declarant, then the Hammock Isles Custom Homes Homeowners' Association shall assess all Members of the Hammock Isles Custom Homes Homeowners' Association, other than the Declarant, for the costs of said claim or litigation, including without limitation, attorneys' fees incurred, and funds from any other Assessments shall not be used for any such claim or litigation. In the event the Declarant is the prevailing party, the Hammock Isles Custom Homes Homeowners' Association shall levy a Special Assessment against all Owners of Units in Hammock Isles Custom Homes, other than the Declarant, and pay to the Declarant all of its cost, including attorney fees both at trial and on appeal, for any such claim or litigation. This provision shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.~~

39. Article XIII, Section 13.03 (b) of the Declaration shall be amended as shown below:

(b) The approval of at least fifty-one (51%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to add to or amend any material provision of the Hammock Isles Custom Homes Documents which establish, provide for, govern or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- ~~(1) Voting;~~
- ~~(2) Assessments, Assessment liens, subordination of such liens;~~
- ~~(1 3) Insurance or fidelity bonds; or~~
- ~~(4) Any provisions which are for the express benefit of mortgagees;~~
- ~~(2 5) Boundaries of any Unit; or,~~
- ~~(6) Leasing of Units.~~

40. Article XIV, Section 14.02 of the Declaration shall be amended as shown below:

14.04 Contradiction With Community Standards and Guidelines Handbook. THIS DECLARATION IS SUPPLEMENTED BY THE HAMMOCK ISLES CUSTOM HOMES COMMUNITY STANDARDS & GUIDELINES HANDBOOK, ATTACHED AS EXHIBIT C. IF THERE IS A CONTRADICTION BETWEEN THIS DECLARATION AND THE COMMUNITY STANDARDS AND GUIDELINES HANDBOOK, THE DECLARATION HANDBOOK SHALL CONTROL.

AMENDMENTS TO THE GENERAL GUIDELINES
OF
HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

The General Guidelines of Hammock Isles Custom Homes Homeowners' Association, Inc. ("Guidelines") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

41. The Introduction to the Guidelines shall be amended as shown below:

The Board of Directors of Hammock Isles Custom Homes Homeowners' Association (HICHHA) created this Handbook to summarize certain components of the Declaration of Neighborhood Covenants, Conditions and Restrictions for Hammock Isles Custom Homes (CC&Rs) and the Articles of Incorporation and By-Laws of Hammock Isles Custom Homes Homeowners' Association, Inc. All the documents listed above comprise HICHHA's Governing Documents.

This Handbook updates, summarizes and complements a wide variety of rules, regulations, covenants and guidelines regarding the use, maintenance and modification of our community, common areas, as well as your property and residence.

Overall, we intend for this Handbook to help you, the Member, to:

- Maintain a safe and pleasant environment for all Hammock Isles Custom Homes residents to enjoy,
- Maintain a sense of community,
- Maintain consistent architectural and landscaping qualities ~~and~~ and features and
- Keep our community competitive in the real estate market.

Please note: The Governing Documents for Vineyards and Hammock Isles Custom Homes contain covenants, conditions and restrictions all residents and guests must follow. Legally, these covenants are part of the deed for each home and are binding upon all homeowners and their guests regardless of whether these Members are familiar with such covenants. This handbook is provided as a summary of the Governing Documents. If any of the Governing Documents conflict with each other, the following order shall apply: the Master Declaration, the Hammock Isles Custom Homes Declaration, the Articles, the By-Laws and the General Guidelines ~~whichever document is stricter shall control.~~

42. The Board of Directors Responsibility Section of the Guidelines shall be amended as shown below:

The Board's responsibilities and powers are delineated in the HICHHA Governing Documents Declaration.

43. The Budget Section of the Guidelines shall be amended as shown below:

Each year, the Board develops a budget for the calendar year which is presented to the Members at the annual meeting.

The budget includes, but is not limited to, the following items:

- ~~HCHHA's payments to the VCA for maintenance,~~ A access control and basic cable television subscription,
- Accounting and legal fees,
- Insurance,
- Office and administration expenses,
- Funds for the maintenance, repair and replacement of improvements to the Areas of Common Responsibility.
- Common Area ~~Ground and road~~ reserves and
- Special projects.

The Board may revise the budget, as the year progresses, within the legal guidelines of the Governing Documents and Florida Law.

44. The Committees Section of the Guidelines shall be amended as shown below:

The Board may appoint committees to address specific concerns in the community. These committees are for information only, to be used at the Boards' discretion.

An *Architectural Review Committee (ARC)* is a standing committee, dedicated to ensuring all modifications and alterations to homes, property and landscaping are made within the guidelines established for Hammock Isles Custom Homes. ~~Until turnover, this committee is controlled by the Developer.~~

45. The Air Conditioning Section of the Guidelines shall be amended as shown below:

All homes in Hammock Isles Custom Homes were constructed with central air conditioning and heating units. Therefore, the installation of external/window air conditioners in any structure on your lot is not permitted.

Landscaping should be placed around all external central air conditioning and heating units, so that this equipment is not visible from the street, golf course or neighbors' properties.

46. The Animals Section of the Guidelines shall be amended as shown below:

Your pet(s) should not be an unreasonable annoyance or nuisance to your neighbors. Excessive barking by a dog, a dog that frequently escapes from the house or a cat that roams the neighborhood is considered an unreasonable annoyance or nuisance. Neighbors should not be disturbed by noise or actions created by household pets.

Animals are not permitted to run loose. They must be confined to your property and walked on a

hand-held leash. This is a Collier County law.

You must clean up after your pet, whether on your property or in the neighborhood. Do not allow your pet to urinate on any vegetation, other than that on your lot. Any Member whose pet defecates on any Common Areas of any other Members Property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association.

Owners may keep up to two commonly accepted household dogs, not to exceed 50 pounds each, or up to two cats. No horses, cows, hogs, pigs, swine, goat, chickens, pigeons or any other such animal, fowl or reptile shall be kept on any of the Property.

47. The CC&Rs - Covenants, Conditions and Restrictions Section of the Guidelines shall be amended as shown below:

A copy of the Covenants, Conditions and Restrictions for Hammock Isles Custom Homes and the By-Laws of Hammock Isles Custom Homes Homeowners' Association, Inc. is delivered to all homeowners prior to closing on their lot/house. ~~To obtain a copy of these documents, please call and make a request to the Vineyards Development Corporation. Copies of these documents will be mailed to you for a duplication/assembly fee.~~

48. The Clothesline Section of the Guidelines shall be amended as shown below:

~~No clotheslines or drying yards shall be located as to be visible from neighboring residences or from the interior roadways within Hammock Isles Custom Homes. Laundry or wash may not be dried on a line outside of your house or visible to a neighbor, golfer or passerby. No clotheslines or drying racks are permitted on the exterior of the home.~~

49. The Damage and Destruction Section of the Guidelines shall be amended as shown below:

Each Member is responsible for the upkeep of their property.

If any portion of your property becomes damaged or destroyed, for whatever reason, you are responsible to begin repairs within thirty (30) days of the date of the damaging or destructive event and finish as soon as possible, but within no more than six months of the event. Failure to comply could result in an fine assessment by the HICHHHA to the Member of one hundred dollars (\$100) \$50:00 per day or the maximum amount permitted by law or this Declaration as amended from time to time unless the Member can satisfactorily prove that such failure is due to circumstances beyond your control.

50. The Decorations - Temporary Holiday Decorations Section of the Guidelines shall be amended as shown below:

Decorations typically associated with the holidays, except for flags and banners which are not permitted, are permissible, as long as they do not pose a safety hazard, or emit obnoxious lights, sounds or odors. All decorations should reflect the elegance of the community. In addition, all

temporary decorations should be placed no sooner than 30 days prior and removed within 10 days after the holiday.

Temporary holiday decorations are not to be placed on Hammock Isles Custom Homes Estates neighborhood light posts, street signs nor stop signs. When placing temporary holiday decorations on your lot, please make certain they are not in disrepair.

Mailbox decorations celebrating national holidays or events should be non-obtrusive and tastefully done. Permanent decorations on mailboxes are not allowed.

All temporary holiday decorations must be reviewed and approved by HICHHHA and VCA.

51. The Easement Area Section of the Guidelines shall be amended as shown below:

The front footage of your lot (an area that varies per lot, reflected on your plat) abutting the street contains utility, drainage and access easements. You are required to maintain this easement area. Items within this area may include: street gutter, street signs, mailbox, utility equipment, grass and trees.

If, in front of your house, the street gutter is dirty, it is your responsibility to clean the area at your expense. If you damage the gutter, it is your responsibility to reimburse the Hammock Isles Master Association HICHHHA for repairs. Otherwise, repair of the gutters is Hammock Isles Master Association's HICHHHA's responsibility. Please contact a Board member or Hammock Isles Master Association's HICHHHA's Property Manager to have a repair made.

Members that have street, stop, speed limit or caution signs in the easement area are expected to maintain a 30 inch buffer zone around the post for protection from damage by weed whackers and lawnmowers. The buffer zone may be covered with mulch, egg rock or pavers. Grass or weeds are not permitted to grow in the buffer zone.

Your mailbox should be clean and free of any bird droppings, mildew or other discoloration. If landscaping in your lot's easement area declines and/or dies, it is your responsibility to make the replacement, at your expense.

52. The Garages Section of the Guidelines shall be amended as shown below:

Your garage is to be used for parking your vehicles and/or storage.

You cannot modify your garage to become a temporary or permanent living space.

For safety, security and appearance, you are required to keep your garage doors closed at all times unless you are actively using your garage. Owners are required to garage all owned vehicles; provided however, that if the Owner has been approved for more than two (2) vehicles, Owner shall be required to garage two (2) vehicles before utilizing the driveway for additional parking. All cars must be parked in the garage at all times. No cars or trucks are allowed in the driveway or street overnight at any time. Your guest(s) should park in your driveway. Your service resources should

park in your driveway not on the street. No vehicles may be parked overnight on the street. Guest vehicles parked overnight in your driveway for a period of more than one week require the approval of HICHHA and VCA.

53. The Inappropriate Activity Section of the Guidelines shall be amended as shown below:

Any activity that can be deemed an unreasonable annoyance, offensive, noxious, illegal, unhealthful, injurious, unwholesome, harmful or dangerous by the general community will not be tolerated within Hammock Isles Custom Homes.

54. The Maintenance Landscaping Section of the Guidelines shall be amended as shown below:

All landscaping must be maintained in a neat and attractive manner. This would include, but is not limited to, watering, fertilizing and applying pesticides regularly to grass, shrubs and trees, mowing and edging your grass, removing weeds and noxious grasses, trimming and pruning shrubs, trees and grass areas.

You should maintain all trees in your yard. If a tree dies on your property, it should be replaced with a tree of comparable size and height unless otherwise approved by the Hammock Isles Custom Homes Board. See the "Recommended Plant Material" listing for types of acceptable trees.

Overall, palms should be pruned of all seedpods and dead fronds at the earliest possible opportunity. Fronds or other vegetation that impede pedestrian or vehicular traffic should be pruned immediately. Oaks should be pruned of their dead, weakened, interfering, diseased or insect infected branches. In addition, consistent and correct pruning decreases wind resistance and helps prevent storm damage by removing branches that may be snapped off during heavy hurricane winds. Local professionals recommend thinning mature oaks on a regular basis.

Please note: Collier County strictly enforces pruning practices and standards on palms and canopy trees to ensure the vitality and appearance of these trees. If improper pruning is noticed by Code Enforcement, the Member will be liable for the infraction and may have to remove a healthy mature tree and replace it with one or more specimen(s), unless otherwise approved by the Hammock Isles Custom Homes Board.

55. The Screens and Screening Material Section of the Guidelines shall be amended as shown below:

Window, porch and screened enclosures/cage screens should be maintained and free of holes. Screening material can be brown, black or bronze. Replacement of cages or screens with colors that are different from the original materials ~~This~~ requires the approval of HICHHA and VCA.

56. The Signs Section of the Guidelines shall be amended as shown below:

No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any home unless the placement, character, form, size, lighting and

time of placement of such sign is first approved in writing by the HICHA and VCA.

All signs must also conform with governmental codes and regulation and with design standards and guidelines for signs established by the HICHA and VCA.

A single approved "Open House" sign may be placed on your lot, from 9 AM to 5 PM on Saturdays and Sundays only.

"Open House" signs must be 12" x 18", white, PVC, 2-sided with hunter green lettering and a white stake. Signs are available for purchase from Naples Board of Realtors or Cecil's Copy Express.

Except as otherwise provided by Florida law, as amended from time to time, a sign from your alarm/security company may not be placed on your lot. No signs of any size or type may be placed in or on any windows of any Unit or upon any vehicle.

57. The Solar Equipment Section of the Guidelines shall be amended as shown below:

Except as otherwise provided by Florida law, as amended from time to time, sSolar equipment, including solar panels, is not permitted in Hammock Isles Custom Homes.

AMENDMENTS TO THE BY-LAWS
OF

HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

The By-Laws of Hammock Isles Custom Homes Homeowners' Association, Inc. ("By-Laws") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

58. Article IV, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Hammock Isles Custom Homes Homeowners' Association if so directed by resolution of a majority of the members of the Board of Directors or, if after the termination of the Class B Membership, upon a petition signed by Members representing at least twenty ten percent (2+0%) of the total votes of the Hammock Isles Custom Homes Homeowners' Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

59. Article IV, Section 4. of the By-Laws shall be amended as shown below:

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting not less than fourteen (14) ~~ten (10)~~ nor more than fifty (50) days before the

date of such meeting by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

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60. Article IV, Section 5. of the By-Laws shall be amended as shown below:

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Hammock Isles Declaration, the presence in person or by proxy of thirty percent (30%) of the votes eligible to be cast by Members shall constitute a quorum at all meetings of the Hammock Isles Master Association.

61. Article IV, Section 6. of the By-Laws shall be amended as shown below:

Section 6. Adjournment of Meetings. If any meeting of the Hammock Isles Custom Homes Homeowners' Association cannot be held because a quorum is not present, a majority of the votes of the Members who are present at such meeting may adjourn the meeting to a time not ~~less than five (5) nor~~ more than ninety (90) ~~thirty (30)~~ days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

62. Article V, Section 1. of the By-Laws shall be amended as shown below:

Section 1. Number of Directors. ~~The government and administration of the affairs of the Hammock Isles Custom Homes Homeowners' Association shall be vested in a Board of Directors each of whom shall have one (1) vote. The number of directors in the Hammock Isles Custom Homes Homeowners' Association shall be not less than three (3) nor more than nine (9). The initial directors named in the Articles of Incorporation shall serve until their replacements are elected as provided in these By-Laws. The number of directors shall be established by the Board of Directors from time to time.~~

63. Article V, Section 2. of the By-Laws shall be amended as shown below:

Section 2. Election. The Members shall elect all of the members of the Board of Directors. ~~Prior to termination of the Class B Membership, directors shall be elected annually. Class B Members shall be entitled to three (3) votes for each Unit owned and Class A Members shall be entitled to one (1) vote for each Unit owned. Upon termination of the Class B Membership, it shall be converted to a Class A Membership.~~

~~At the annual meeting first occurring after termination of the Class B Membership, the Board of Directors shall remain at three (3) members, unless said number shall be increased by vote of the Members. At this meeting one (1) director shall be elected for a term of three (3) years, one (1) director shall be elected for a term of two (2) years and one (1) director shall be elected for a term~~

of one (1) year. At the expiration of the initial term of office of each elected member of the Board of Directors after such meeting, and at each annual meeting thereafter, successors shall be elected to serve for a term of three (3) years.

64. Article V, Section 3. of the By-Laws shall be deleted in its entirety as shown below:

THIS SECTION INTENTIONALLY LEFT BLANK. ~~Section 3. Cumulative Voting. Cumulative voting for directors, unless prohibited by Statute, is allowed.~~

65. Article V, Section 4. of the By-Laws shall be amended as shown below:

Section 4. Qualifications for Election. ~~Except with respect to the directors elected prior to the termination of the Class B Membership or the director appointed pursuant to Section 5 hereof, the~~ All directors shall be Members.

66. Article V, Section 5. of the By-Laws shall be deleted in its entirety as shown below:

Section 5. Declarant Director. ~~After termination of the Class B Membership and until all units have been conveyed by the Declarant to third party purchasers, the Declarant shall be entitled to appoint one (1) director to the Board of Directors so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the parcels in all phases of the Community. The Declarant appointed director shall be entitled to exercise the Declarant's veto power described in Section 5.03 of the Hammock Isles Declaration.~~

67. Article V, Section 6. of the By-Laws shall be deleted in its entirety as shown below:

Section 6. Nomination and Election of Directors. In each annual election the members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(a) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to Unit Owners who so consent, to each Unit Owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any Unit Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Candidates may not be nominated from the floor at the meeting at which the election is to be held.

(b) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by law. Upon timely request of a candidate, an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association.

(c) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or by any other method required or permitted by law.

~~Section 6. Nomination of Directors. After termination of the Class B Membership, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members. The Nominating Committee shall be appointed by the Board of Directors not less than ninety (90) days prior to each annual meeting of the Members to serve for a term of (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall recommend, at least sixty (60) days prior to the annual meeting, the names of Members selected by a majority vote of the Nominating Committee to be submitted to the Members for election to the Board of Directors.~~

~~Ten percent (10%) or more of the total votes to be cast by the Members who are not members of the Nominating Committee or the Board of Directors may also nominate candidates for the Board of Directors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election, and have been nominated in accordance with the provisions of these By-laws, shall be included in any proxy mailing to the Members. All candidates shall have reasonable opportunity to communicate their qualifications to the Members and to solicit votes.~~

~~Prior to termination of the Class B Membership, the Class B Member shall notify the Board of Directors of names to be included in any proxy mailing to the Members.~~

68. Article V, Section 7. of the By-Laws shall be amended as shown below:

Section 7. Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

(a) Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. If a vacancy is not so filled or if no Director remains, the replacement may be elected by the members or, on the petition of any member, by appointment of the Circuit Court of the county where the Community is located.

(b) If a vacancy occurs on the Board as a result of an increase in the number of Directors or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum, to fill the vacancy for the unexpired term of the seat being filled.

(c) If vacancies occur on the Board as a result of a recall, and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with Rule 61B-81, Florida Administrative Code, as amended from time to time, which provides procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

(d) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Director may not take office until the vacancy occurs.

~~Section 7. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.~~

~~Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Hammock Isles Custom Homes Homeowners' Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the members of the Board. In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board, and the members of the Board may appoint a successor; however, the Declarant shall appoint a successor due to death, disability or resignation of its director appointed in accordance with Section 5 of this Article.~~

69. A new Section 8. shall be added to Article V of the By-Laws to read as shown below:

Section 8. Recall of Directors. Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose no earlier than sixty (60) days after the Directors have been elected and no later than sixty (60) days before the next election. If a meeting is held or a petition is filed for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be recalled. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting.

70. The prior Article V, Section 8. Compensation is hereby amended to be Section 9. Compensation.

71. Article VI, Section 2. of the By-Laws shall be amended as shown below:

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. ~~After the termination of the Class B Membership,~~ At least one (1) regular meeting shall be held each quarter during each fiscal year. Notice of the time and place of the meeting shall be provided to the directors not less than forty-eight hours ~~four (4) days~~ prior to the meeting.

72. Article VI, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of the ~~any three (3)~~ directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by personal delivery, first class mail or telephone at least forty-eight hours ~~four (4) days~~ prior to the date of the meeting, unless an emergency condition exists, in which event twenty-four (24) hours' notice shall be deemed sufficient.

73. Article VI, Section 5. of the By-Laws shall be amended as shown below:

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. ~~If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting until a later date which shall be not more less than ninety (90) five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.~~

74. Article VI, Section 7. of the By-Laws shall be amended as shown below:

Section 7. Open Meetings. All meetings of the Board shall be open to all Members; The right of the Members to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors. but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, grievances, etc.

75. Article VI, Section 8. of the By-Laws shall be amended as shown below:

Section 8. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by

all other participating directors and all Members present at the meeting.

76. Article VI, Section 9. of the By-Laws shall be deleted in its entirety as shown below:

~~Section 9. Action Without a Meeting. Any action to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.~~

77. Article XI, Section 3. of the By-Laws shall be amended as shown below:

Section 3. Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against any members who are delinquent for more than ninety (90) days in paying a monetary obligation due to the Association or against members, or a member's tenants or guests or both who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The maximum fine shall be five thousand dollars (\$5,000.00). Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. A suspension cannot be imposed to prevent access or utility services to the Unit. The procedure for imposing fines and/or suspensions shall be as follows:

(a) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
- (iii) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (iv) The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(b) Hearing: At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) non-Director Unit Owners appointed by the Board, none of whom may then be serving as Directors or officers or who are employees of the Association, or the spouse or non-spouse companion, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the fine, and/or suspension, it may not be levied. If the committee agrees with the fine, and/or suspension, the Board of Directors shall levy same.

~~Section 3. Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.~~

78. Article XII, Section 9. (a) of the By-Laws shall be amended as shown below:

~~(a) Inspection by Members and Mortgagees. The Hammock Isles books and records Declaration and these By-Laws, membership register, books of account and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Institutional Mortgagee, Member, the Master Association or by a Member's duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Hammock Isles Custom Homes Homeowners' Association or at such other place as the Board shall prescribe, subject to the provisions of Section 720.303(4), Florida Statutes, as amended from time to time. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the names and addresses of the Members, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Records of a Member's payment of Assessments shall be disclosed only to persons authorized by the Member or the Institutional Mortgagee holding a mortgage on the Member's Unit. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.~~

79. Article XIII, Section 1. of the By-Laws shall be amended as shown below:

~~Section 1. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Hammock Isles Custom Homes Homeowners' Association proceedings when not in conflict with Florida Law, the Articles of Incorporation, the Hammock Isles Declaration or these By-Laws.~~

80. Article XIII, Section 5. of the By-Laws shall be amended as shown below:

~~Section 5. Amendments. Until the termination of the Class B Membership, the Declarant may amend these By-Laws in its sole and absolute discretion. After the termination of the Class B Membership, the Declarant may amend these By-Laws in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure~~

~~mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Member shall consent thereto in writing. So long as it still owns any part of the property in Hammock Isles for development, the Declarant may amend these By-Laws in its sole and absolute discretion for any other purpose, provided the amendment has no material adverse effect upon the rights of any Member. Thereafter or otherwise, t~~These By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing at least two-thirds (2/3rds) sixty-seven percent (67%) of the voting interests who are present and voting, in person or by proxy, at a meeting of the total votes in the members of the Hammock Isles Custom Homes Homeowners' Association; provided, however, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

~~No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member or the assignee of such right or privilege.~~



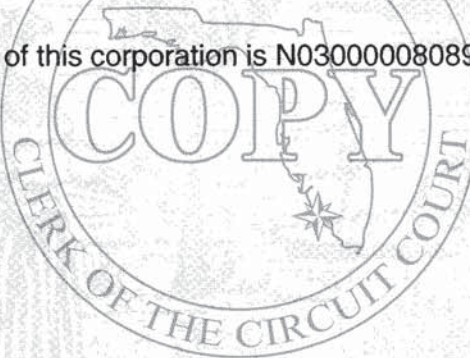
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 16, 2016, to Articles of Incorporation for HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N03000008089.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of February, 2016



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

**AMENDMENTS TO THE
ARTICLES OF INCORPORATION**

OF

HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 FEB 16 PM 1:25
NO 300000 8089

The Articles of Incorporation of Hammock Isles Custom Homes Homeowners' Association, Inc. ("Articles") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article III, Section 4. of the Articles shall be amended as shown below:

Section 4. Limitations. The powers of the Hammock Isles Custom Homes Homeowners' Association shall be subject to and exercised in accordance with the provisions of the Hammock Isles Custom Homes Declaration and the Master Custom Homes Declaration.

2. Article IX of the Articles shall be amended as shown below:

**ARTICLE IX
AMENDMENT**

Except as otherwise required by Florida law, these Articles may be amended only upon the affirmative vote of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, seventy five percent (75%) or more of the votes of Members at a duly called meeting of the Members.

3. Article X of the Articles shall be amended as shown below:

**ARTICLE X
CONSTRUCTION**

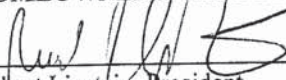
These Articles and the By-Laws of the Hammock Isles Custom Homes Homeowners' Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Master Custom Homes Declaration and the Hammock Isles Custom Homes Declaration. In the event of any conflict between the terms of the Master Custom Homes Declaration, the Hammock Isles Custom Homes Declaration, the Articles of Incorporation or the By-Laws, the following order of priority shall apply: the Master Custom Homes Declaration, the Hammock Isles Custom Homes Declaration, the Articles, ~~and~~ the By-Laws and the General Guidelines.

CERTIFICATE

The undersigned, being the duly elected and acting President of Hammock Isles Custom Homes Homeowners' Association, Inc., hereby certifies that the foregoing amendments to the Articles of Incorporation were approved by the affirmative vote of seventy-five percent (75%) or more of the votes of Members at a duly called meeting of the Members held on January 14, 2016, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for the amendment.

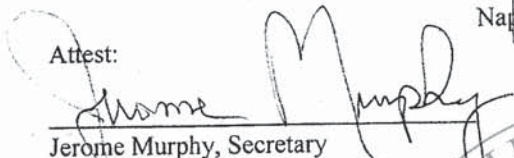
Executed this 29th day of January, 2016.

**HAMMOCK ISLES CUSTOM HOMES
HOMEOWNERS' ASSOCIATION, INC.**


Robert Lipstein, President
75 Vineyards Blvd.
Naples, FL 34119

16 FEB 16 PM 1:25

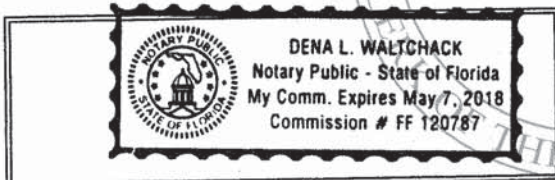
Attest:



Jerome Murphy, Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 29 day of January, 2016, by Robert Lipstein, as President of the aforementioned corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

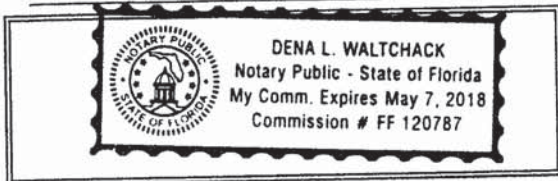


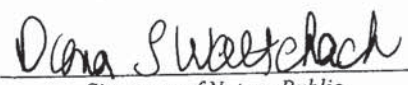

Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 29 day of January, 2016, by Jerome Murphy, as Secretary of the aforementioned corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.




Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Hammock Isles Custom Homes Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 22, 2019, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes, as originally recorded in O.R. Book 3403 at Pages 0348 *et seq.*, Public Records of Collier County, Florida, and the Maintenance Landscaping Section of the General Guidelines, located in the Community Standards and Guidelines Handbook of Hammock Isles Custom Homes Homeowners' Association, Inc., which is attached as Exhibit "C" to the original Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes.

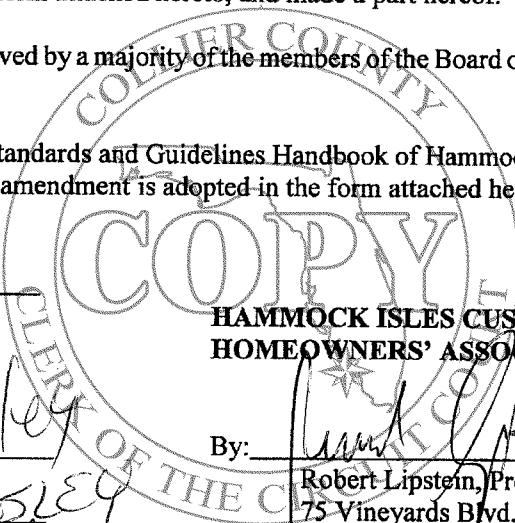
1. The following resolution was approved by the affirmative vote of Members representing sixty-seven percent (67%) of the votes in the Hammock Isles Custom Homes Homeowners' Association.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by a majority of the members of the Board of Directors of Hammock Isles Custom Homes Homeowners' Association.

RESOLVED: That the Community Standards and Guidelines Handbook of Hammock Isles Custom Homes Homeowners' Association, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: Feb 8, 2019



HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

(1) [Signature]
Witness
Print Name: SARAH MOSLEY

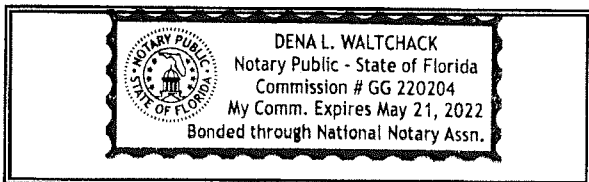
By: [Signature]
Robert Lipstein, President
75 Vineyards Blvd.
Naples, FL 34119

(2) [Signature]
Witness
Print Name: Katherine Lipstein

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Robert Lipstein, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

This instrument prepared by Robert E. Murrell, B.C.S., The Murrell Law Firm, P.A., 1044 Castello Drive, Suite 106, Naples, FL 34103.

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES CUSTOM HOMES**

The Declaration of Covenants, Conditions and Restrictions for Hammock Isles Custom Homes (“Declaration”) shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article II, Section 2.02 of the Declaration shall be amended as shown below:

2.02 “Area of Common Responsibility” shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration or the Master Declaration, are the maintenance responsibility of the Hammock Isles Custom Homes Homeowners' Association. The Areas of Common Responsibility shall also include those areas, if any, which are to be maintained by the Hammock Isles Custom Homes Homeowners' Association pursuant to a contract entered into by the Hammock Isles Custom Homes Homeowners' Association and a third party. Portions of the Area of Common Responsibility shall be maintained by a Lot Owner as further required by the maintenance responsibility set forth in this Declaration.

2. Article II, Section 2.07 of the Declaration shall be amended as shown below:

2.07 “Common Areas” shall mean and refer to those areas of land shown on any plat of Hammock Isles Custom Homes which are dedicated to or owned by the Hammock Isles Custom Homes Homeowners' Association, or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of Members. Common Area may be dedicated by Supplement. ~~The term “Common Area” shall also include any personal property acquired by the Hammock Isles Custom Homes Homeowners' Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Area. Any land or personal property leased by the Association shall lose its character as Common Area upon the expiration of such lease. Common Area shall include, but not be limited to, streets, perimeter walls and entry features.~~

3. Article VI, Section 6.01 of the Declaration shall be amended as shown below:

6.01 Hammock Isles Custom Homes Homeowners' Association General Maintenance Responsibility.

The Hammock Isles Custom Homes Homeowners' Association, subject to the rights and obligations of the Owners set forth in this Declaration, with the exception of certain Areas of Common Responsibility which have specifically been required to be maintained by certain Owners, shall be responsible for the management and control of the Areas of Common Responsibility and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Custom Homes Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of landscaping and irrigation located on the Common Areas of the Hammock Isles Custom Homes Neighborhood.

4. Article VI, Section 6.04 of the Declaration shall be amended as shown below:

6.04 Owner's Responsibility. Each Owner shall maintain his or her Unit, including all landscaped areas located on his or her lot, in good repair and in a neat and attractive condition in accordance with the Hammock Isles Custom Homes Standards, the Community Wide Standards and the Governing Documents.

In addition, Owners of Lots 1 through 5 inclusive; and Owners of Lots 23 through 28, inclusive, Block A, Hammock Isles, according to the plat thereof recorded in Plat Book 40, Pages 40 through 46, of the Public Records of Collier County, Florida, shall maintain and keep in good repair and in a neat and attractive condition in accordance with the Hammock Isles Custom Homes Standards, the Community Wide Standards and the Governing Documents, those portions of the Common Areas that immediately abut their Lot. The Owner shall have the right, but not the obligation, to landscape these abutting Common Areas subject to prior ARC approval of those landscape materials.

The Owner shall be responsible for the day to day maintenance of the abutting Common Areas. This maintenance shall include the mowing and pruning of landscaping of the abutting Common Areas. In addition, the Owner shall be responsible for the periodic mulching and the pruning of landscape, trees or other plant materials growing on or over any fence line from outside of the Vineyards Community, adjacent to the abutting Common Areas in accordance with the Hammock Isles Custom Homes Standards, the Community Wide Standards and the Governing Documents.

Should the Owner install any trees or landscaping on the abutting Common Areas, the Owner shall be responsible for the maintenance, repair, pruning, removal and replacement of such trees and landscaping, including the removal of broken or fallen limbs. The Owner may not materially alter or substantially add any landscaping, trees or any structures to the abutting Common Areas, without first having obtained the written approval of the Architectural Review Committee pursuant to Article XI of this Declaration.

The Hammock Isles Custom Homes Homeowners' Association is responsible for the extraordinary maintenance of the abutting Common Areas. Extraordinary maintenance shall include, but not be limited to the periodic trimming or removal of the trees and shrubs located on the abutting Common Areas on the date of this amendment for which the Hammock Isles Custom Homes Homeowners' Association will be responsible to provide extraordinary maintenance, per the description and location described in the next paragraph. The Hammock Isles Custom Homes Homeowners' Association shall not be responsible for the trimming or removal of any plant, tree or shrub placed on the abutting Common Areas by the Owner. Such maintenance, repair, pruning, removal or replacement of such trees, shrubs or other plant materials shall be the duty of the Owner as set forth above. Subject to the foregoing, the Hammock Isles Custom Homes Homeowners' Association shall be responsible for the trimming and removal of those trees and shrubs for which it has maintenance responsibility that have been damaged in a significant wind event. A significant wind event shall be when there has been a named storm or Designated State of Emergency that has been declared by the Federal, State or Local Governments, or which has been established by the Board of Directors.

As of the date of the recording of this amendment, the Hammock Isles Custom Homes Homeowners' Association and the Owners of the abutting Lots have established in the records of the Hammock Isles Custom Homes Homeowners' Association, a description and general location of those trees that are the responsibility of the Association to perform extraordinary maintenance on, as of the date of the recording of this amendment. The Hammock Isles Custom Homes Homeowners' Association shall maintain this list, including photographs, as part of the Official Records of the Hammock Isles Custom Homes Homeowners' Association. Any trees that are not described on this list shall be the responsibility of the Owner of the abutting Lot to maintain.

The Hammock Isles Custom Homes Homeowners' Association will be responsible for the irrigation of those abutting Common Areas and for the maintenance, repair and replacement of the irrigation system and drains and drainage system. The Hammock Isles Custom Homes Homeowners' Association is not responsible for any damages to the plants, trees and shrubs planted in the abutting Common Areas by an Owner from the failure of the irrigation system to properly function, unless such failure is due to the negligent operation or maintenance by the Hammock Isles Custom Homes Homeowners' Association.

No Owner shall take any action which (a) increases the maintenance responsibility of the Hammock Isles Custom Homes Homeowners' Association, (b) causes the Hammock Isles Custom Homes Homeowners'

Association's insurance premiums to increase or (c) interferes with the Hammock Isles Custom Homes Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Hammock Isles Custom Homes Homeowners' Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Hammock Isles Custom Homes Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

5. Article VII, Section 7.01 of the Declaration shall be amended as shown below:

7.01 Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association, the Hammock Isles Master Association, or the Hammock Isles Custom Homes Homeowners' Association, payment of use or access fees or other charges reasonably imposed by the Hammock Isles Custom Homes Homeowners' Association and any restrictions or limitations contained in any instrument conveying such property to Hammock Isles Custom Homes Homeowners' Association. Owners of Lots 1 through 5 inclusive; and Owners of Lots 23 through 28, inclusive, Block A, Hammock Isles, who are responsible for the day to day maintenance of the abutting Common Areas pursuant to Section 6.04 of this Declaration, shall have the right to the exclusive use of that abutting Common Area, subject to any and all easements in favor of the Master Association, the Hammock Isles Master Association, the Hammock Isles Custom Homes Homeowners' Association, Vineyards Utility, Inc. and any and all utilities. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to the Governing Documents. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the lessee of the Unit.

AMENDMENTS TO THE GENERAL GUIDELINES
OF
HAMMOCK ISLES CUSTOM HOMES HOMEOWNERS' ASSOCIATION, INC.

The General Guidelines of Hammock Isles Custom Homes Homeowners' Association, Inc. ("Guidelines") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

6. The Maintenance Landscaping Section of the Guidelines shall be amended as shown below:

All landscaping must be maintained in a neat and attractive manner. This would include, but is not limited to, watering, fertilizing and applying pesticides regularly to grass, shrubs and trees, mowing and edging your grass, removing weeds and noxious grasses, trimming and pruning shrubs, trees and grass areas.

You should maintain all trees in your yard. If a tree dies on your property, it should be replaced with a tree of comparable size and height unless otherwise approved by the Hammock Isles Custom Homes Board. See the "Recommended Plant Material" listing for types of acceptable trees.

Overall, palms should be pruned of all seedpods and dead fronds at the earliest possible opportunity. Fronds or other vegetation that impede pedestrian or vehicular traffic should be pruned immediately.

Oaks should be pruned of their dead, weakened, interfering, diseased or insect infected branches. In addition, consistent and correct pruning decreases wind resistance and helps prevent storm damage by removing branches that may be snapped off during heavy hurricane winds. Local professionals recommend thinning mature oaks on a regular basis.

Please note: Collier County strictly enforces pruning practices and standards on palms and canopy trees to ensure the vitality and appearance of these trees. If improper pruning is noticed by Code Enforcement, the Member will be liable for the infraction and may have to remove a healthy mature tree and replace it with one or more specimen(s), unless otherwise approved by the Hammock Isles Custom Homes Board.

Maintenance of Areas of Common Responsibility abutting certain Lots:

Owners of certain Lots have been required by the Declaration to maintain (mowing and pruning of landscaping) and keep in good repair certain Areas of Common Responsibility abutting the Owner's Lot. The cost of this maintenance and repair shall be the expense of the Owner. The Hammock Isles Custom Homes Homeowners' Association may have its contracted landscaper review these Areas of Common Responsibility to determine if the Owner is properly maintaining those areas. The Hammock Isles Custom Homes Homeowners' Association's landscaper may inform the Board of any necessary maintenance or repairs which are needed in those Areas of Common Responsibility. If any maintenance or repairs are needed in any of those Areas of Common Responsibility, the Owner will be notified by the Hammock Isles Custom Homes Homeowners' Association by mail or electronic mail of the necessary work to be completed. The notice shall provide: 1) a description of the alleged violation; 2) the Hammock Isles Custom Homes Homeowners' Association's proposed remedy of corrective maintenance; and 3) that the Owner may request a hearing within ten (10) days of date of the notice, before the Board of Directors, to state why the corrective maintenance should not be performed or is not necessary. If an Owner fails to timely request a hearing, or should the Owner fail to perform the corrective maintenance or repairs to the Areas of Common Responsibility provided in the notice within thirty (30) days from the date of the notice, the Hammock Isles Custom Homes Homeowners' Association shall have the right of entry provided in Section 6.03 of the Declaration or the right to seek injunctive relief to enforce the provisions of the Declaration. The Board of Directors may, by resolution, establish reasonable rules and procedures for the hearing to be held before the Board of Directors. Such hearing must be held within sixty (60) days of the date of the request for such a hearing from the Owner.

The Owner shall be responsible for the day to day maintenance of the abutting Areas of Common Responsibility. This maintenance shall include the mowing and pruning of landscaping of the abutting Areas of Common Responsibility. In addition, the Owner shall be responsible for the periodic mulching and the pruning of landscape, trees or other plant materials growing on or over any fence line from outside of the Vineyards Community, adjacent to the abutting Areas of Common Responsibility.

Should the Owner install any trees or landscaping on the abutting Areas of Common Responsibility, the Owner shall be responsible for the maintenance, repair, pruning, removal and replacement of such trees and landscaping, including the removal of broken or fallen limbs. The Owner may not materially alter or substantially add any landscaping, trees or any structures to the abutting Areas of Common Responsibility, without first having obtained the written approval of the Architectural Review Committee pursuant to Article XI of this Declaration.