

3263982 OR: 3403 PG: 0199

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/22/2003 at 12:09PM DWIGHT B. BROCK, CLERK
RBC FBB 100.50

Retn:
ROBERT F ROGERS
75 VINEYARDS BLVD
NAPLES FL 34119

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOCK ISLES MASTER ASSOCIATION

(This Declaration is intended to work in harmony with the Declarations of the Hammock Isles Estates Homeowners' Association, Hammock Isles Villas Homeowners' Association and the Hammock Isles Custom Homes Homeowners' Association. Should there be a conflict between this document and any of the individual documents, the Board of Directors of the Hammock Isles Master Association shall determine which document controls. In addition, all responsibilities contained herein are intended to be consistent with the responsibilities contained in the individual association documents and failure to comply with one document will be a violation of all.)

Exhibit A – Property Description
Exhibit B – Articles of Incorporation

Prepared By:
Robert F. Rogers, Esq.
75 Vineyards Boulevard
Naples, Florida 34119

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
HAMMOCK ISLES MASTER ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2003, by **VINEYARDS DEVELOPMENT CORPORATION**, a Florida Corporation, hereinafter referred to as **Declarant**, joined by **HAMMOCK ISLES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation.

BACKGROUND

- A. Declarant intends, but is not obligated, to develop Hammock Isles Estates, Custom Homes and Villas, according to the Plat thereof recorded in Plat Book 40 at Page 40 of the Public Records of Collier County, Florida, herein referred to as the Property located within the Vineyards subdivision and described in attached Exhibit A.
- B. The Hammock Isles Master Association (HIMA) is subject to the Vineyards Master Declaration, recorded in OR Book 1284, Page 1938, as amended and restated in OR Book 1763, Page 1228, Public Records of Collier County, Florida and all amendments thereto. The Vineyards Master Declaration is enforced by the Vineyards Master Association. Each owner of a unit or lot in the Vineyards is a member of the Vineyards Master Association.
- C. In addition to the Vineyards Master Declaration and Vineyards Master Association, other covenants and restrictions, and other associations may be imposed on a neighborhood by Declarant.
- D. The HIMA will be encumbered by both the Vineyards Master Declaration and this Declaration and will be governed by both the Vineyards Master Association and the Hammock Isles Master Association.
- E. The HIMA is formed to manage and maintain the common areas referenced herein and will have the power to assess the three individual Homeowners Associations within Hammock Isles.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarant declares that the Property and any and all additional property which is hereinafter subjected to this Declaration shall be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the Property, be part of the Property and inure to the benefit of, and be enforceable by, each Owner and their successors in title.

**ARTICLE I
INTENT OF DECLARATION**

This Declaration shall be binding on the Property.

This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

The Property will be developed in accordance with all applicable approvals granted by the P.U.D. Agreement for the Vineyards, the development orders and all permits and other approvals for the Property and the Vineyards, as the same may exist from time to time.

The three Associations within Hammock Isles, Hammock Isles Estates, Hammock Isles Villas and Hammock Isles Custom Homes will be members of the Hammock Isles Master Association.

Notwithstanding anything in the Bylaws or Articles of Incorporation of any of the Associations to the contrary, after turnover, the Presidents from of the three Associations will make up the Board of the Hammock Isles Master Association.

The Presidents will establish the procedure for their meetings and ensure that all appropriate notifications are provided.

ARTICLE II GENERAL TERMS AND CONDITIONS

The Plan for development and use of the common areas shall be consistent with those of the three individual Associations.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Every Owner and the Declarant, so long as they own Units, shall be members of the Hammock Isles Master Association; the Articles of Incorporation are attached as Exhibit B. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Hammock Isles Master 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 Master Association shall have two (2) classes of membership: (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 Master 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.

3.02 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.

(c) Joint Ownership Corporations. 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 Person holds an interest in a Unit, the vote for the respective Unit shall be exercised by any such Person; provided, however, the Persons holding the interest in the Unit can notify the Secretary of the Hammock Isles Master 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 Member that is a corporation, partnership or other entity shall be exercised by the 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.

3.03 Declarant Director and Veto Rights.

(a) Declarant Director. So long as Declarant owns one (1) or more Units or any portion of Hammock Isles Master for development or for sale in the ordinary course of business, the Declarant shall be entitled to appoint one (1) additional director to the Board of Directors.

(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 Master Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Hammock Isles Master 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 Master Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Hammock Isles Master 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.

LAND USE WITHIN HAMMOCK ISLES MASTER AND COMMON AREAS

4.01 Land Use Within Hammock Isles.

(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.

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 Master Association, and the Hammock Isles Master Association shall accept, all of the Common Area. Certain portions of Hammock Isles may be conveyed to the Master Association as Common Area or Neighborhood Common Area (as those terms are defined in the Master Declaration).

THE HAMMOCK ISLES MASTER 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 MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE HAMMOCK ISLES MASTER 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 Master Association shall be paid for by the Hammock Isles Master Association.

ARTICLE V MAINTENANCE

5.01 Hammock Isles Master Association Responsibility.

(a) General Maintenance. The Hammock Isles Master 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 as dedicated in the Plat and keep the Areas of Common Responsibility in good repair and in accordance with the Hammock Isles Master Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping, irrigation, drainage and entry features in all Common Areas.

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

The cost for maintenance shall be delegated in accordance with the budget attached hereto. Each Association shall be responsible for establishing and maintaining their own budget and paying the appropriate fee to the Hammock Isles Master Association.

5.02 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 Master Association can most efficiently and economically provide their respective services to the Owners, if the Hammock Isles Master Association fails, neglects or is unable to perform a duty or obligation required by the Hammock Isles Master Documents, including, without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Hammock Isles Master Association, perform such duties or obligations until such time as the Hammock Isles Master Association is able to resume

such functions, and charge the Hammock Isles Master Association a reasonable fee for the performance of such functions and assess the costs thereof against all or the benefited Units.

5.03 Entry Rights and Liability. The Hammock Isles Master Association and the Master Association, in the event that the Hammock Isles Master 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 Master to carry out the provisions of this Declaration and same shall not constitute a trespass. Neither the Hammock Isles Master 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.

5.04 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 Master 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 Master Association, (b) causes the Hammock Isles Master Association's insurance premiums to increase or (c) interferes with the Hammock Isles Master 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 Master 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 Master 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 MASTER ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

5.05 Rules and Regulations. The Hammock Isles Master Association through its Board of Directors may make and enforce reasonable rules and regulations governing Hammock Isles Master and the use of the Commons Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines 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 Master 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 Master Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

5.06 Implied Rights. The Hammock Isles Master Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VI EASEMENTS AND OTHER RIGHTS

Easement rights are as stated in the Declarations for the three individual Associations within Hammock Isles and the Plat.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

7.01 Insurance. 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 cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained by the Hammock Isles Master 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 Master Association and its Members for all damage or injury caused by the negligence of the Hammock Isles Master 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.

7.02 Duty to Maintain Fidelity Insurance. The Hammock Isles Master Association shall, to the extent available at a reasonable cost, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Hammock Isles Master Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees and agents. Such fidelity coverage shall name the Hammock Isles Master Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Hammock Isles Master Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

7.03 Duty to Maintain Officers' and Directors' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and directors' personal liability insurance shall be obtained by the Hammock Isles Master Association to protect the officers, directors and committee members from personal liability in relation to their duties and responsibilities on behalf of the Hammock Isles Master Association.

7.04 Duty to Maintain Workers' Compensation Insurance. The Hammock Isles Master Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

7.05 Other Insurance. The Hammock Isles Master Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Hammock Isles Master Association's responsibilities and duties.

7.06 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 Master 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 Hammock Isles Master 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 Master Association as an additional insured and shall require that the Hammock Isles Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

7.07 Damage and Destruction.

(a) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of Hammock Isles Master covered by insurance written in the name of the Hammock Isles Master Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) 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 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 Master 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 Master shall be restored to its natural state and maintained by the Hammock Isles Master Association in a neat and attractive condition.

7.08 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction to the Common Areas or, if no repair or reconstruction is made, shall be retained by and for the benefit of the Hammock Isles Master Association and placed in a capital improvements account.

7.09 Insufficient Proceeds. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Base Assessments. Additional Special Assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VIII ASSESSMENTS

8.01 Affirmative Covenant to Pay Assessments. There is hereby imposed upon each Owner and his or her Unit, the affirmative covenant and obligation to pay to the Hammock Isles Master Association all Base, Special and Individual Assessments, together with any Assessments imposed by the Master Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

8.02 Creation of Base Assessments. There are hereby created Base Assessments for Hammock Isles Master Expenses as the Board of Directors of the Hammock Isles Master Association may authorize from time to time.

8.03 Payment of Base Assessments. Base Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Base Assessments for the entire fiscal year for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid on a quarterly basis, in advance.

8.04 Computation of Base Assessments. It shall be the duty of the Board of Directors of the Hammock Isles Master Association annually to prepare a budget covering the estimated Hammock Isles Master Expenses to be incurred by the Hammock Isles Master Association. This budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within Hammock Isles Master, as appropriate. Hammock Isles Master Expenses shall be allocated equally among all Units within Hammock Isles Master. The Board of Directors shall cause a copy of such budget and notice of the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner of a Unit. Such budget and Assessment shall become effective unless disapproved by a majority vote of the total votes eligible to be cast by Members. There shall be no obligation to call a meeting for the purpose of considering the budget except upon a petition of Owners representing at least thirty percent (30%) of the total votes in the Hammock Isles Master Association. In the event the proposed budget is disapproved, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the preceding year shall continue for the current year.

The Base Assessment to be levied for the coming year against each Unit subject to assessment shall be computed by dividing the budgeted Hammock Isles Master Expenses by the total number of Units then subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

8.05 Special Assessments. In addition to the Base Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any unanticipated construction or reconstruction, repair or replacement of any property owned by the Hammock Isles Master Association or any other unbudgeted expenses of the Hammock Isles Master Association. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be made to and payable by Owners in such manner and at such times as determined by the Board, and may be payable in instalments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines.

8.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Hammock Isles Master Documents, or any expense of the Hammock Isles Master Association which is the obligation of an Owner or which is incurred by the Hammock Isles Master Homeowner's Association on behalf of the Owner pursuant to Hammock Isles Master 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.

8.07 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 Master 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 Master 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.

8.08 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. 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 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.

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 Master 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 Master 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 Master 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.

8.09 Reserve Budget and Capital Contribution. The Board of Directors may annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Hammock Isles Master Association, as shown on the budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required, if any, may be fixed by the Board and included within and distributed with the budget.

8.10 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of the first month following the date of conveyance of such Unit by the Declarant. The first year's Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit.

8.11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Hammock Isles Master Association or the manager and payment of a processing fee set by the Hammock Isles Master Association from time to time, not to exceed fifty dollars (\$50), any Owner or Institutional Mortgagee of a Unit may request confirmation from the Hammock Isles Master 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 Master Association.

The information contained in such statement, when signed by an officer of the Hammock Isles Master Association, shall be conclusive upon the Hammock Isles Master 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 Master 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 Master Association to accurately identify Members.

8.12 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

- (a) Common Areas; and,
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any.

8.13 Assessments Levied By The Master Association. The Hammock Isles Master Association shall, upon the request of the Master Association, collect assessments owed to the Master Association by Owners. The Hammock Isles Master Association shall remit this amount to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association by the Owners or the Hammock Isles Master 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 Master Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

ARTICLE IX HAMMOCK ISLES MASTER AREA USE RESTRICTIONS

All Units shall be used only for single family residence purposes as permitted by applicable law and in accordance with the Master Community Documents and applicable individual HOA within Hammock Isles.

ARTICLE X GENERAL PROVISIONS

10.01 Term. The covenants and restrictions of this Declaration shall run with and bind the property subjected to this Declaration, and shall inure to the benefit of and shall be enforceable by Declarant, the Master Association, the Hammock Isles Master Association or the Owner of any portion of the property subjected to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by the majority of the then current Owners in Hammock Isles Master, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

10.02 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 Master, 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. Hereafter 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 Master Association, 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 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.

10.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

10.04 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one(21) years after the date of the last survivor of the now living descendants of John F. Kennedy.

10.06 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Hammock Isles Master 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 Master Association. This Section shall not apply, however, to: (a) actions brought by the Hammock Isles Master 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 Master 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 Master Association shall assess all Members of the Hammock Isles Master 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 Master Association shall levy a Special Assessment against all Owners of Units in Hammock Isles Master, 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.

ARTICLE XI MORTGAGE RIGHTS

11.01 General. The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Units. To the extent applicable, necessary or proper, the provisions of this Article apply to this Declaration, the Articles and the By-Laws.

11.02 Notices of Action. A holder, insurer or guarantor of a first mortgage, who provides written request to the Hammock Isles Master Association (such request to state the name and address of such

holder, insurer or guarantor and identification of the Unit), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

(a) An Owners' default in performance of any obligation under the Hammock Isles Master Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Holder (or any Institutional Mortgagee) which continues for a period of sixty (60) days;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Hammock Isles Master Association; or

(c) Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.03 and 13.04.

11.03 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, the following approvals shall be required:

(a) The approval of sixty-seven percent (67%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to terminate the legal status of the Hammock Isles Master Association; and

(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 Master 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;
- (3) Insurance or fidelity bonds;
- (4) Any provisions which are for the express benefit of mortgagees;
- (5) Boundaries of any Unit; or,
- (6) Leasing of Units.

11.04 Other Approval Requirements. Unless at least sixty-seven percent (67%) of the Institutional Mortgagees (based on one (1) vote for each first mortgage owned) have given their prior written approval, the Hammock Isles Master Association shall not be entitled to:

(a) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

(b) By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements on Units, provided, however, the issuance and amendment of the Hammock Isles Master Design Review Criteria by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision.

11.05 Approval Deemed Given. If approval of an Eligible Holder or Institutional Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Hammock Isles Master Association within thirty (30) days after such Eligible Holder's or Institutional Mortgagee's receipt thereof, then such Eligible Holder or Institutional Mortgagee shall be deemed to have given its approval.

**ARTICLE XII
SHARED AREAS AND FACILITIES**

12.01 General. The Plat of Hammock Isles Master comprehends a subdivision of lands consisting of residential building sites, hereinafter referred to as the Lots, on either side a private road designated as Venezia Grande Drive hereinafter referred to as the Roadway. Declarant may, but shall not be obligated to, install entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems along portions of the Roadway, and the perimeter of Hammock Isles Master.

12.02 Easements. The Plat reflects Easements which are dedicated as stated on the Plat.

It is hereby declared that each of the Easements are further dedicated, granted and reserved in favor of the Hammock Isles Master Association for the erection, maintenance, repair, replacement and reconstruction of all entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems constructed by Declarant, and any other common facilities which the Hammock Isles Master Association may later elect to install if such common facilities shall be approved by the Members; provided, however, that no wall, fence, lighting component or landscaping shall be installed by the Hammock Isles Master Association along the boundary of Hammock Isles Master which abuts The Vineyards Country Club.

12.03 Expenses. The costs of operating, maintaining, repairing, replacing and reconstructing the Roadway and all walls and/or fences, lighting components, landscape plantings, irrigation systems and other common facilities located within the Roadway and/or the Easements shall be a common expense under this Declaration.

IN WITNESS WHEREOF, VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation, has executed this Declaration of Covenants, Conditions and Restrictions for the Hammock Isles Master Association on this 22 day of Sept., 2003.

Signed, sealed and delivered
the presence of:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida Corporation

[Signature]
Robert Rogers
Printed name of Witness

[Signature]
By: Michel Saadeh
Its: President & CEO.

[Signature]
LINDA H. FOWAL
Printed name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of Sept. 2003 by Michel Saadeh, who is personally known to me and who did take an Oath, as President and CEO of the Vineyards Development Corporation, a Florida Corporation, on behalf of said corporation.

[NOTARY SEAL]



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THROUGH TROY FAIN INSURANCE, INC

[Signature]
Notary Signature

Printed name of Notary
My Commission Expires:

V:\VDC\Legal\ROBERT\DEVELOP\HAMMOCK\DECMaster.doc

Exhibit A
Property Description

Plat Book 40, Page 40, Public Records of Collier County, Florida.

Exhibit B

**ARTICLES OF INCORPORATION
OF
HAMMOCK ISLES MASTER
ASSOCIATION, INC.**

Prepared by:
Robert F. Rogers, Esq.
75 Vineyards Boulevard
Naples, Florida 34119

**ARTICLES OF INCORPORATION
OF
HAMMOCK ISLES MASTER
ASSOCIATION, INC.
(not-for-profit corporation)**

THE UNDERSIGNED hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Florida Statutes Chapter 617 and certifies as follows:

(ALL TERMS USED HEREIN NOT OTHERWISE DEFINED SHALL BE AS DEFINED IN THE HAMMOCK ISLES MASTER DECLARATION.)

**ARTICLE I
NAME**

The name of the corporation shall be **HAMMOCK ISLES MASTER ASSOCIATION, INC.**, having its principal office at 75 Vineyards Blvd., Naples, Florida 34119, and its duration shall be perpetual, commencing on the date of filing of these Articles by the Incorporator.

**ARTICLE II
PURPOSE**

The Hammock Isles Master Association is organized as a not-for-profit corporation to further the interests of Members.

**ARTICLE III
POWERS**

The powers of the Hammock Isles Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Hammock Isles Master Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the By-Laws and the Hammock Isles Master Declaration.

Section 2. Necessary Powers. Subject to any limitations contained in the Master Declaration, the Hammock Isles Master Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation:

- A. The power to fix, levy and collect Assessments against Units and Members, as provided for in the Hammock Isles Master Declaration.
- B. The power to expend monies collected for the purpose of paying the expenses of the Hammock Isles Master Association.
- C. The power to own, manage, control, operate, maintain, repair and improve the Common Areas.
- D. The power to maintain the Areas of Common Responsibility.
- E. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Areas of Common Responsibility.

F. The power to insure and keep insured the improvements within the Common Areas as provided in the Hammock Isles Master Declaration.

G. The power to employ the personnel required for the operation of the Hammock Isles Master Association and operating and maintaining of the Areas of Common Responsibility.

H. The power to pay utility bills for utilities serving the Common Areas as provided in the Hammock Isles Master Declaration.

I. The power to pay all taxes and assessments which are liens against the Common Areas as provided in the Hammock Isles Master Declaration.

J. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

K. The power to improve the Common Areas as provided in the Declaration, subject to the limitations set forth in the Hammock Isles Master Declaration.

L. The power to control and regulate the use of the Common Areas as provided in the Hammock Isles Master Declaration.

M. The power to make reasonable rules and regulations and to amend the same from time to time.

N. The power to enforce by any legal means the provisions of the Hammock Isles Master documents.

O. The power to borrow money and the power to select depositories for the Hammock Isles Master Association's funds, and to determine the manner of receiving, depositing and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by the By-Laws.

P. The power to enter into a long term contract with any person, firm, corporation or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Responsibility. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Hammock Isles Master Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

Q. The power to contract for the management of the Hammock Isles Master Association and to delegate to the manager all of the powers and duties of the Hammock Isles Master Association, except with respect to those matters which must be approved by Members.

R. The power to establish additional officers and/or directors of the Hammock Isles Master Association and to appoint all officers except as otherwise provided in the By-Laws.

S. The power to appoint committees as the Board of Directors may deem appropriate.

T. The power to collect delinquent Assessments by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Members for violation of the provisions of Hammock Isles Master documents.

U. The power to bring suit and to litigate on behalf of the Hammock Isles Master Association as may be desirable or necessary for the proper management of the Hammock Isles Master Association.

V. The power to adopt, alter and amend or repeal the By-Laws of the Hammock Isles Master Association as may be desirable or necessary for the proper management of the Hammock Isles Master Association.

W. The power to engage in any other activities which will foster, promote and advance the common interests of all Members.

X. The power to require all Owners of Units in Hammock Isles Master to become Members of the Hammock Isles Master Association.

Y. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Z. The power to take any other action necessary for the purposes for which the Hammock Isles Master Association is formed.

AA. The foregoing enumeration of powers shall not limit or restrict the exercise of other and further powers which are contained in the Governing Documents or which may now or hereafter be permitted by law.

Section 3. Funds and Title to the Properties. All funds and title to all properties acquired by the Hammock Isles Master Association and the proceeds thereof shall be held for the benefit of the Members in accordance with the provisions of the Hammock Isles Master Declaration and the By-Laws. No part of the income, if any, of the Hammock Isles Master Association shall be distributed to the Members, directors or officers of the Hammock Isles Master Association.

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

**ARTICLE IV
MEMBERSHIP**

Qualification for and admission to membership in the Hammock Isles Master Association shall be regulated by the Hammock Isles Master Declaration.

**ARTICLE V
BOARD OF DIRECTORS**

The affairs of the Hammock Isles Master Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. The following persons shall constitute the initial Board of Directors:

Name	Address
Michel Saadeh	75 Vineyards Blvd. Naples, Florida 34119
Robert F. Rogers	75 Vineyards Blvd. Naples, Florida 34119
Michael Procacci	75 Vineyards Blvd. Naples, Florida 34119

The method of election and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Hammock Isles Master Association.

**ARTICLE VI
INDEMNIFICATION OF OFFICERS,
DIRECTORS AND COMMITTEE MEMBERS**

The Hammock Isles Master Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as amended from time to time, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of the Members or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrator of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Hammock Isles Master Association may be entitled.

**ARTICLE VII
INCORPORATOR**

The name and address of the incorporator of the Hammock Isles Master Association is:

<u>Name</u>	<u>Address</u>
Robert F. Rogers	75 Vineyards Blvd. Naples, Florida 34119

**ARTICLE VIII
BY-LAWS**

The By-Laws of the Hammock Isles Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles or the Hammock Isles Master Declaration and any such amendment shall be void.

**ARTICLE IX
AMENDMENT**

These Articles may be amended only upon the affirmative vote of seventy five percent (75%) or more of the votes of Members at a duly called meeting of the Members.

**ARTICLE X
CONSTRUCTION**

These Articles and the By-Laws of the Hammock Isles Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Master Declaration and the Hammock Isles Master Declaration. In the event of any conflict between the terms of the Master Declaration, the Hammock Isles Master Declaration, the Articles of Incorporation or the By-Laws, the

following order of priority shall apply: the Master Declaration, the Hammock Isles Master Declaration, the Articles and the By-Laws.

**ARTICLE XI
REGISTERED AGENT AND REGISTERED OFFICE**

The name of the initial registered agent shall be Robert F. Rogers, and the street address of the registered office of the Association shall be 75 Vineyards Blvd., Naples, Florida 34119.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 15 day of Sept., 2003.



ROBERT F. ROGERS

STATE OF FLORIDA
COUNTY OF COLLIER

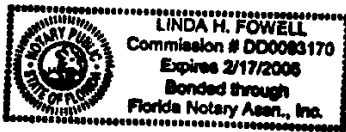
THE FOREGOING Articles of Incorporation were acknowledged before me by Robert F. Rogers, the incorporator named therein. He is personally known to me or produced a current driver's license as identification and did take an oath.

IN WITNESS WHEREOF I have hereunder set my hand and affixed my seal under the law of the State of Florida, this 5TH day of SEPTEMBER, 2003.



Printed Name: LINDA H. FOWELL

State of Florida at Large
My Commission Expires:



CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED

FIRST--THAT HAMMOCK ISLES MASTER ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, DESIGNATES ITS PRINCIPAL PLACE OF BUSINESS AS 75 VINEYARDS BLVD., NAPLES, FLORIDA 34119.

SECOND--THAT HAMMOCK ISLES MASTER ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, DESIGNATES ROBERT F. ROGERS LOCATED AT 75 VINEYARDS BLVD., NAPLES, FLORIDA 34119 AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

HAMMOCK ISLES MASTER
ASSOCIATION, INC.

SIGNATURE:


BY: MICHEL SAADEH
ITS: PRESIDENT

DATE:

9/15/03

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE:


BY: ROBERT F. ROGERS

DATE:

9/15/03

RBC FEE 35.50
COPIES 4.00
MISC 1.50

This instrument prepared by:

Robert F. Rogers, Esquire
75 Vineyards Boulevard, Ste. 500
Naples, Florida 34119-4748
(239) 353-1973

Retn:
ROBERT F ROGERS
75 VINEYARDS BLVD
NAPLES FL 34119

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOCK ISLES MASTER ASSOCIATION

THIS AMENDMENT is made this 15th day of Feb, 2006, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by HAMMOCK ISLES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Hammock Isles Master Association, in Official Records Book 3403, Pages 0199, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and,

WHEREAS, the Association wishes the South Florida Water Management District (SFWMD) to accept Application No. 021114-9 regarding surface water management; and,


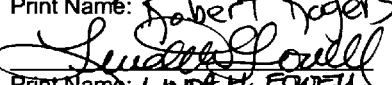
WHEREAS, the SFWMD requires all of the items listed in the attached Affidavit be included in the Declaration in order to facilitate the acceptance of Application No. 021114-9.

NOW, THEREFORE, Declarant, pursuant to the aforesaid rights, hereby amends the Declaration as follows:

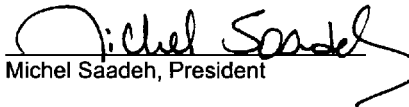
IN WITNESS WHEREOF, Declarant has caused the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions, to be executed by its undersigned duly authorized officer on the date set forth above.

- 1. All items listed in the attached three page Affidavit including the powers, rights and obligations stated therein are hereby incorporated, as necessary, into the Declaration or other appropriate Association documents.

Signed sealed and delivered in the presence of:

Witness:

Print Name: Robert F. Rogers

Print Name: LINDA H. POWELL

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation

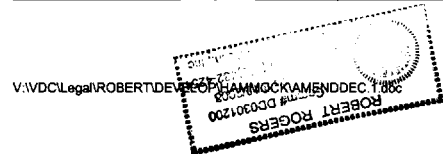

Michel Saadeh, President

Address:
75 Vineyards Boulevard
Naples, Florida 34119

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHEL SAADEH, personally known to me, President & CEO of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15 day of Feb, 2006.




NOTARY PUBLIC

Application No's: 021114-9
 Permit No: 11-00371-S
 Project Name: Hammock Isles

AFFIDAVIT

I, Michel Saadeh, on behalf of Hammock Isles Master Assoc. in Pres. capacity, hereby attest to the following pertaining to the above project:

(9.2.3, BOR) I attest that the Home or Property Owners' or Community or Master Association has the following general powers and attributes set forth in the Articles of Incorporation or other documents on the page numbers indicated:

<p>1. a. All the powers set forth in Section 617, FL Statute b. All the powers set forth in Section 718, FL Statute</p>	<p>Page No: <u>Amendment</u></p>
<p>OR</p>	<p>Page No: <u>"</u></p>
<p>1. The power to:</p> <ul style="list-style-type: none"> a. Own and Convey Property b. Operate and Maintain Common Property, specifically the Surface Water Management (SWM) as permitted by the SFWMD including all lakes, retention areas, culverts and related appurtenances; c. Establish Rules and Regulations; d. Assess Members and Enforce Assessments; e. To Sue and be Sued; and f. Contract for Services to provide for Operation and Maintenance Services 	<p>Page No: <u>7</u></p> <p>Page No: <u>"</u></p> <p>Page No: <u>4</u></p> <p>Page No: <u>11</u></p> <p>Page No: <u>"</u></p> <p>Page No: <u>6</u></p>
<p>2. All homeowners, lot owners, property owners, unit owners and golf course(s), if any, are members of the Association</p>	<p>Page No: <u>11</u></p>
<p>3. The Association exists in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.</p>	<p>Page No: <u>21</u></p>

(9.2.4, BOR) I further attest that the following covenants and restrictions are contained in the Declaration of Protective Covenants, Declaration of Condominium, Deed Restrictions or Articles of Incorporation (documents) on the page numbers indicated:

<p>1. The Association is responsible for the operation and maintenance of the SWM System described in the permit.</p>	<p>Page No: <u>11</u></p>
<p>2. The SWM System is: a. Owned by the Association b. Described in the documents as Common Property</p>	<p>Page No: <u>11</u> Page No: <u>11</u></p>
<p>3. The Association is responsible for accessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM System</p>	<p>Page No: <u>11</u></p>
<p>4. Any Amendment proposed by these documents which would affect the SWM System, Conservation Areas or Water Management Portions of the Commons Areas will be submitted to the District for Determination of whether the Amendment necessitates a Modification of the SFWMD Permit. If a Modification is necessary, the District will so advise the Permittee.</p>	<p>Page No: <u>11</u></p>
<p>5. The Rules and Regulations will remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.</p>	<p>Page No: <u>11</u></p>
<p>6. Of Wetland Mitigation or Monitoring is required the Association shall be responsible to carry out this obligation. The Rules and Regulations state that it shall be the Association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with Wetland Mitigation, Maintenance and Monitoring.*</p>	<p>Page No: <u>11</u></p>
<p>7. a. The SFWMD Permit No: _____ is attached to the documents as Exhibit _____ b. Copies of the Permit and any future SWFMD Permit actions shall be maintained by the Association's Registered Agent for the Association's Benefit.*</p>	<p>Page No: <u>11</u> Page No: <u>11</u></p>
<p>8. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the SWM System facilities or in Mitigation or Conservation Areas under the responsibility or control of the Association.</p>	<p>Page No: <u>11</u></p>

(9.2.6, BOR) If the project is a phased project or has Independent Associations, I further attest that the following powers and duties are contained in the documents:

1. The (Master) Association has the power to accept into the Association subsequent phases, that will utilize the same SWM System; or

Page No: 11

2. a. The documents provide that Independent Associations have the right to utilize the permitted SWM System;

Page No: 11

b. The documents delineate maintenance responsibilities between the Independent Associations; and

Page No: 11

c. Cross easements for drainage, and ingress and egress for maintenance, copies of which are attached, have been granted between all Independent Associations utilizing the SWM System

Page No: 11

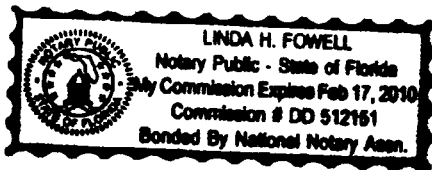
d. The Golf Course Owner / Operator is a member of the Association and the documents reflect this relationship

Page No: 11


Signature

State of Florida)
County of Collier)ss

I HERBY CERTIFY that on the 15th day of Feb., 20 06, before me, an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements by Robert Rogers, who is personally known to me or has produced _____ as identification and who ~~did~~ did not take an oath.




Notary Public, State of Florida

* You may strike out this section if it is not applicable.