This amended and restated Declaration of Covenants and Restrictions for the Hammock Cove Homeowners Association at Sawgrass is made effective upon recordation by the Hammock Cove Homeowners Association, Inc, a Florida corporation not for profit.

Article 1
Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to the Hammock Cove Homeowners Association, Inc., a Florida corporation not for profit, the Charter and Bylaws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Amended and Restated Declaration of Covenants, to which the Amended and Restated Articles of Incorporation (the "Articles of Incorporation") and Amended and Restated Bylaws (the "Bylaws") of the Association make reference.

B. "Declaration" shall mean and refer to this Declaration of Covenants for the Hammock Cove Homeowners Association as recorded in the public records of St. Johns County, Florida as the same may be amended from time to time.

C. "The Hammock Cove Homeowners Association" shall mean and refer to the Property as hereinafter defined which constitutes a portion of the real property described in Development of Regional Impact Order issued by the Board of County Commissioners of St. Johns County, Florida, dated July 8, 1975, and Planned Unit Development Ordinance Number 75-15 issued by the Board of County Commissioners of St. Johns County, Florida, dated August 19, 1975, as the same may be amended from time to time, and other property which may be administered by the Association from time to time.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers).

E. "Common Area" shall mean and refer to that certain real property as described owned by the Association for the common use and enjoyment of the Members.

F. "Property" or "Properties" shall mean and refer to that certain real property as described on Exhibit A attached.

G. "Residential Dwelling Unit (RDU)" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, title to which is vested in a Class A Member of the Association.

H. "Residential Lot" shall mean and refer to any unimproved parcels of land located within the Property which have been platted into lots for use as sites for single family detached dwellings, as such lots are described in a final subdivision plat recorded in the public records of St. Johns County, Florida and title to which is vested in a Class A Member of the Association. A parcel of land meeting the above criteria shall be deemed to be unimproved as a Residential Lot until improvements constructed thereon are sufficiently completed for occupancy so as to be defined as Residential Dwelling Unit.

I. "Dominant Lot" shall mean and refer to a lot entitled to use an access easement over and upon an adjoining servient lot.

J. "Servient Lot" shall mean and refer to a lot subject to a maintenance access easement in favor of an adjoining dominant lot. A lot may be both a dominant lot and a servient lot as to different maintenance access easements, but not as to the same easement.

K. "Members" shall mean and refer to the Members of the Association as defined and described in the Articles of Incorporation of the Association.

Article II
Property Subject to this Declaration and Additions Thereto

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

A. Other Additions. The Association may also annex additional lands to the Property upon the affirmation vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose and upon obtaining any county or governmental approvals as may be required by law.

B. Supplementary Declaration. The addition of property to or withdrawal of property from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of the Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

C. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the property together with the covenants and restrictions established upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Article III
Common Property

Section 1. Title to Common Area. The Association shall hold the title to roads and other common areas which are, or have been designated, for the use or benefit of all of the Owners of the Property in accordance with the Master Plan, subject to taxes for the year of conveyance, restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, non-exclusive use rights of the members of the Existing Master Associations and such other non-exclusive use right as may be granted prior to Association accepting title to such Common Areas.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of

such Owner, subject to the following:

A. The right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

B. the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

D. all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

E. rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

F. easements and other matters referenced in Section 1 of this Article III, and in Article VIII hereof.

Article IV
Hammock Cove Homeowners Association, Inc.

The Homeowners have caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as THE HAMMOCK COVE HOMEOWNERS ASSOCIATION, INC., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, the exercise of architectural control of improvements constructed within the Property and for membership and voting rights in the Association.

Article V
Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter), such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, the cost of road and lake maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment. Annually, the Board of Directors of the Association shall fix the assessments which shall be in amounts determined in accordance with the projected financial needs of the

Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Rates of Assessments.

A. The rate of the annual assessment which shall be levied against the following categories of the Property shall be as follows:

1. A Residential Dwelling Unit shall be assessed an annual assessment amount as established by the Board of Directors.

2. A Residential Lot shall be assessed an annual assessment amount as established by the Board of Directors, but in no event shall said assessment exceed one-half (½) of the annual assessment of an RDU.

B. The Owner of any assessable property as to which the assessment category changes during an assessment period or which becomes subject to assessment during an assessment period, shall pay the amount attributable to such new assessment category for the prorated portion of the year remaining subsequent to such change or creation of assessment category.

Section 5. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Board may levy special assessments for the following purposes:

A. construction or reconstruction, repair or replacement of capital improvements, including special maintenance upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;

B. for additions to the Common Areas;

C. to provide for the necessary services and the facilities and equipment to offer the services authorized herein;

D. to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year;

Such special assessment before being charged must have received the consent of a majority of the votes of all of the Members who are voting in person or by proxy at a meeting duly called and constituted for this purpose. A special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair shall be levied at the discretion of a majority of the Board of Directors. The proportion of each special assessment to be paid by the Owners of each category of Property shall be equal to the respective proportions of the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect of Non-Payment of Assessment. The Lien, Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devises, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the

assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit or Residential Lot) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any Property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property or members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgement of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association and members of the Existing Master Associations at the discretion of the Board.

Article VI
Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit, Residential Lot needing same in the Association's opinion. Exterior maintenance includes, without limitation, painting, repairs, replacing or repairing roofs, gutters, down spouts, exterior building surfaces, heat pump screens, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by another property owner's association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Assessment of Cost. The cost of maintenance performed by the Association as provided in Section 1 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Article VII
Hammock Cove Homeowners Association, Inc. Architectural Controls

Section 1. Structure or Improvements. No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of the Association, or by the Architectural Review Board (ARB) thereof in accordance with the provisions of the Bylaws of the Association. If the Association or the ARB thereof shall determine, in its sole discretion, that any such improvements will not have an adverse impact upon areas located outside the jurisdiction of such property owners association or will not affect subdivision buffer areas, subdivision, entrance ways, or visibility from street intersections, the approval or disapproval of the Association shall be dispositive.

Section 2. The Sawgrass Players Club Association Architectural Control Committee (ACC) has the right to approve or disapprove of everything pertaining to the harmony of external design and relation to surrounding structures. It also states that the ACC has sole and exclusive right to identify any items that will not adversely affect buffer zones between subdivisions or entrances to subdivisions, or visibility from golf courses and roadways. Many of these items can then become the responsibility of the Hammock Cove Homeowners Association Architectural Review Board (ARB) which must be an established entity of the Board.

Those specific items in Section 3 below are the primary responsibility of ARB's until otherwise notified. When an appeal is made to an ARB decision, the ACC can be asked by the Homeowner to review the request.

Section 3. All requests are to be first submitted to the ARB. Those other than listed below should be forwarded to the ACC, along with the ARB recommendations.

The following requests are the sole responsibility of the ARB to insure that the proposed changes will remain consistent with the present appearance of Hammock Cove Homeowners Association.

No items in A through I below may be placed, changed or added to, without written approval of the ARB of the Hammock Cove Homeowners Association.

A. Changes in exterior paint colors.
B. Changes in roof shingles.
C. Screen enclosures not affecting the footprint of the house.
D. Outside lighting.
E. Mailboxes.
F. Recreational structures, such as basketball backboards, swings, slides, children's playhouses and tree houses.
G. Landscape changes not affecting drainage.
H. Fencing.
I. Satellite dishes not exceeding 18" in diameter.

For many of these items, both the location and the design are important factors to be considered.

Any requests for changes other than these should be forwarded to the Players Club ACC. The ACC will

then determine whether that particular request should be handled by them or returned to the Hammock Cove Homeowners Association for handling. When new technology affecting exterior appearance creates homeowner demand (such as in the case of the 18" satellite dish), the ACC along with the ARB/ACC Coordination Committee will review the appropriateness of adding that item to the above list.

Article VIII
Use Restrictions

Section 1. Roadways. Each Owner and their guests, invitee and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the Property with access to publicly dedicated right of way, including, but not limited to, the parcel shown on Map Book 21 at page 95 of the public records of St. Johns County, Florida (all of the above being hereinafter referred to as the "Roadways"). The Association reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the Property, provided the Association shall not deny an owner or mortgage lender the right of ingress and egress to property owned by such owner, or mortgaged in favor of such mortgage lender.

The Association shall have the right, but no obligation, to adopt reasonable rules and regulations pertaining to use of the Roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the Roadways. The Association shall have the right but no obligation, to control the movement of vehicular traffic within the Property and Roadways by traffic or vehicles (including, without limitation, vehicles not designed or licensed for highway use) which in the opinion of the Association would or might result in damage to the Roadways or pavements or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the Roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgement and opinion of the Association, obstruct the vision of a motorist upon any of the Roadways.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting they at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Board and approval by the appropriate city, county or state official or department.

The right of ingress and egress over and upon Roadways constituting a part of the Property, according to declaration or plat recorded in the public records of St. Johns County, Florida, and which are maintained by the Association may be limited to an easement for the benefit of Owners of Property.

Section 2. Easements. Easements have been established for utility, drainage or other purposes within the Property. Any wall, fence, paving, planting or other improvements placed upon and easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Association, or its assignee at the expense of said Owner, all Owners shall make use of the Property in conformance with the terms and conditions of such easements, which shall include normal maintenance and/or repair.

Section 3. Temporary Structures. No temporary buildings, no tents, trailers, vans, shacks, tanks or

accessory buildings or structures shall be erected or permitted to remain on any of the Property without prior written consent of the Association.

Section 4. Commercial Activity. All lots within the Property designated as Residential Parcels shall be used for single family residential purposes only. No commercial or business activity shall be carried on without approval of the Board of Directors.

Section 5. Nuisance. Nothing shall be done on any portion of the Property which may be or become an annoyance or nuisance to Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the ARB thereof has approved in writing the design, materials, lettering and location of said sign.

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon, and in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in areas so that they may not be visible from the adjoining properties. No garbage or trash shall be placed for collection more than 24 hours prior to scheduled collection. Empty containers must be stored within 10 hours of collection.

No dumping of grass clippings, yard trash, garbage, construction materials, soil, or other silt causative, toxic chemicals, excess fertilizer, excess pesticides or any other materials foreign to fresh water shall be made by blowing, or by runoff into the Water Management System canals or ditches or swales or into the storm sewers that feed into the Water Management System canals or ditches or swales.

Section 6. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 7. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways without the proper written approval of the Association or architectural review board thereof. Shoreline contours above or below water may not be changed without the written approval of the Association or architectural review board thereof. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the Property without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront Property, nor shall any boat canal be dug or excavated in any of the waterfront Property without the same being approved by the Association. The waters of the various canals and lakes traversing portions of the Property shall be used or navigate only by the Members of the Association and their designees, lessees or invites. No gasoline or diesel powered boats of any kind shall be kept or used on waters subject to these restrictions or any waters within the Property or located within the lands adjacent to the Property.

Section 8. Drainage. No changes in elevation of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Association.

Section 9. Boats and Motor Vehicles. No boats, mobile homes, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, vans, shall be placed, parked or stored upon any areas

of the Property designated for residential use (unless approved by the Association), nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. Further no commercial vehicle of any type shall be parked or stored on any road, street, driveway, yard or lot for any period of time in excess of 24 hours except in garages.

Section 10. Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down, destroyed or removed from a Lot without prior express written consent of the ARB and ACC.

Section 11. Animals. For purposes hereof, animals shall mean "household pets" and be limited to dogs, cats and other animals expressly permitted by the Association, if any. Owners shall be responsible for clean up of excretions from and damage caused by their animals. All domestic animals shall be kept under control by the Owner at all times and leashed when upon the Property. Domestic animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 12. Garage Doors. Garage doors are not to be left open at full elevation, unless the resident is working in or near the garage. When using the door to ventilate the garage, it should be no more than 48" above the surface of the garage floor.

Section 13. Residential Lots. All lots in the Subdivision are Residential Parcels and shall be used exclusively for single family residential purposes. No lot shall be subdivided so as to reduce its size. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Residential Parcel other than one, detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Board. Any dwelling or other structure on any lot in the Subdivision which is destroyed in whole or in part must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition within sixty (60) days.

Section 14. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 15. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Association in addition to all other remedies, the right to impose fines to be collected by the Association in the manner provided for assessments set forth in their Article V of the stated Declaration of Covenants, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement whether incurred during trial or on appeal, and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, but they remain in full force and effect.

Should the Association exhaust all reasonable means at its disposal short of litigation to enforce compliance with its Covenants and Restrictions and so state in writing to the Sawgrass Players Club Association, Inc., hereinafter called the Master Association, this Article shall give the Master Association

in addition to all other remedies, the right but not the obligation to impose fines as allowed by Fla. Stat. 617.305 (2) (a) - (d) on Association Members to be collected by the Master Association in the manner provided for assessments set forth in Article V of the Master Association's Amended and Restated Declaration of Covenants, the right but not the obligation to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of the Association's restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Master Association in seeking such enforcement whether incurred at trial or on appeal and all costs of such enforcement action shall constitute part of the annual Master Association assessment against such Owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of the Master Association's Restated and Amended Declaration of Covenants. The invalidation by any court of any restriction's stated in the Master Association's Amended and Restated Declaration of Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Article IX
General Provisions

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Property subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date the Prior Declaration was recorded. Upon the expiration of said thirty (30) year period, this Amended and Restated Declaration may be extended for successive additional periods if a majority of the Members, voting at a duly called and constituted meeting of the Membership noticed specifically for such purpose, vote in favor of extending this Amended and Restated Declaration. The length of each extension shall be established by such vote. Violation or breach of any condition, covenant or restriction herein contained, or of any rule duly promulgated by the Association, shall give the Association, and/or the Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, restrictions, or rules, and to prevent the violation or breach of any of them, and the expense of such enforcement shall be borne by the then Owner or Owners of the subject property. The expense of enforcement of such covenants, restrictions or rules shall include reasonable attorneys' fees incurred by the Association or the Owners in seeking such enforcement, regardless of whether litigation is instituted.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member of Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be

provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendments. Except as otherwise provided elsewhere in this Restated Declaration, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association (subject to the quorum requirements set forth in the Bylaws) and any such proposed amendment shall be deemed approved if approved by fifty-one (51%) percent of the votes of the membership cast at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida as provided in Article II hereof.

Section 8. Affect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration, the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 10. Rules and Regulations. The Association may adopt rules and regulations consistent with these covenants and restrictions.

Exhibit A

Hammock Cove property is described in Map Book 21, Page 95 in the public records of St. Johns County, Florida.

Exhibit B

ARTICLES OF INCORPORATION
OF
THE HAMMOCK COVE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)

Article I
Name

The name of this corporation shall be THE HAMMOCK COVE HOMEOWNERS ASSOCIATION, INC. (the "Association").

Article II
Purposes

The general nature, objects and purposes of the Association are:

A. To promote the health, safety, and social welfare of the owners of property within that area described in Exhibit A of the Restated Covenants, which area will be hereinafter referred to as the "Property".

B. To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, and other improvements for the benefit of owners of the Property for which the obligation to maintain and repair has been deleted and accepted and to cooperate with other homeowner associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other homeowner associations and to contribute to such common maintenance interests whether within or without the Property.

C. To control the specifications, architecture, design, appearance, elevation, and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, basketball backboards, sheds, tree houses, skate board ramps, decks, children's play houses, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

D. To maintain any common Property and/or to serve the Property for which the obligation to maintain has been delegated and accepted.

E. To provide, replace, improve, maintain and/or repair landscaping and paving, both real and personal, related to the health, safety, and social welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

Article III
General Powers

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with or other property owners' associations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrow or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instruments of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

Article IV
Members

The Members shall consist of Owners of the Property as such term is defined in the Amended and Restated Declaration of Covenants for the Hammock Cove Homeowners Association, Inc. ("Declaration"). All terms as used herein which are defined in the Declaration and Covenants shall have the same meaning as defined therein; provided for purposes of these Articles, the term Property shall mean the Property as defined in the Declaration and the Platted Property as defined in the Covenants. There shall be one class of Member as follows:

Class A Member. Class A Member shall be owners of Residential Dwelling Units, Residential Parcels or Residential Lots, within the Property. Owners of Residential Dwelling Units, Residential Parcels or of Residential Lots shall automatically become a Class A Member upon the purchase of such Residential Dwelling Units, Residential Parcels or of Residential Lots.

Article V
Voting

A. A Class A Member shall be entitled to one (1) vote for each Residential Lot, Residential Parcel or Residential Dwelling Unit which such Class A Member owns.

B. When any Property entitling an Owner to membership as a Class A Member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, one and only one of such persons who shall be designated by such owners shall become the Member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such Property shall determine, but in no event shall more than one (1) vote be cast with respect to any such Property. Where a partnership, corporation or other entity in a Class A Member, such corporation or partnership or other entity shall designate one representative of such partnership, corporation or entity to be the Member entitled to vote.

Article VI
Board of Directors

The affairs of the Association shall be managed by a Board of Directors. The Directors shall be members of the Association and shall be elected in the manner provided in the Bylaws.

Article VII
Corporation Existence

The Association shall have perpetual existence.

Article VIII
Bylaws

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by majority vote of the Directors present at a duly called meeting of the Board of Directors.

Article IX
Amendment to Articles of Incorporation

These Articles may be amended by a majority vote of the Directors present at a duly called meeting of the Board of Directors.

Article X
Indemnification of Officers and Directors

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding;

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action , suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendre or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks

indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing right of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law. The liability of the Directors and officers of the Association for money damages shall be eliminated to the fullest extent permissible under Florida law.

Article XI
Transaction in which Directors or Officers are Interested

A. A Director or officer shall make full disclosure of their interest in any matter and shall excuse themselves from any consideration of such matter.

B. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that they are or may be interested in any such contract or transaction.

C. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

Article XII
Dissolution of the Association

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree by necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat. 617.1401 and 617.1402 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

Article XIII
Mergers and Consolidations

Subject to the provisions of the Declaration and Covenants applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the total vote of the membership who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article XIV
Principal Office and Mailing Address

The initial street address of the principal office is 200 Executive Way, Suite 111, Ponte Vedra Beach, Florida 32082, and the mailing address of this Corporation is P.O. Box 2055, Ponte Vedra, FL 32004. The Board of Directors may from time to time move the principal office to any other address in Florida.

Article XV
Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 200 Executive Way, suite 111, Ponte Vedra Beach, Florida 32082 and the name of the initial registered agent of this Corporation at that address is John T. Ewing.

Article XVI
Incorporator

The name and address of the person signing these Articles of Incorporation is Lori Battistoni, Association President, 6514 Burnham Circle, Ponte Vedra, FL 32082.

. Acceptance of Duties as Registered Agent

I hereby accept all duties and obligations in acting as Registered Agent for the Hammock Cove Homeowners Association, Inc. (a corporation for not for profit).

John T. Ewing
Aegis Management, Inc.
200 Executive Way
Suite 111
Ponte Vedra Beach, Florida 32082
(904) 280-7616

Exhibit C

AMENDED AND RESTATED BYLAWS
OF
HAMMOCK COVE HOMEOWNERS ASSOCIATION, INC.

Article I
Definitions

All terms used herein which are defined in the Amended and Restated Declaration of Covenants for the Hammock Cove Homeowners Association, Inc., at Sawgrass (the "Declaration") recorded or to be recorded in the public records of St. Johns County, Florida, shall be used herein with the same meanings as therein defined; provided however, the term Property shall have the same meaning as defined in the Amended and Restated Articles of Incorporation of this Association (the "Articles of Incorporation").

Article II
Location of Principal Office

The principal office of the Association shall be located at 200 Executive Way, Suite 111, Ponte Vedra Beach, Florida 32082 or at such other place as may be established by resolution of the Board of Directors of the Association.

Article III
Voting Rights and Assessments

1. The voting rights of the Class A membership of the Association shall be as set forth in the Articles of Incorporation of the Association.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid as set forth in the Declaration and Covenants and shall result in the suspension of voting privileges during the period of such nonpayment.

Article IV
Board of Directors

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors even if the remaining Directors constitute less than a quorum. A Director appointed to fill a vacancy shall be appointed to fill the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

3. Members of the Board of Directors shall be entitled to serve consecutive terms.

Article V
Election of Directors

1. An election of the Board of Directors shall not be valid, unless at least twenty percent (20%) of the eligible Members cast ballots in the election. The members of the Board of Directors shall be elected at-large by plurality vote as follows:

The candidate receiving the most votes shall be deemed elected. Thereafter, the <u>then</u> eligible candidate with the next highest number of votes shall be deemed elected. The remaining

vacancies shall be filled in like manner after first determining which of the remaining eligible candidates has the most votes.

A. The 1999 election shall be for nine (9) Directors, whose terms shall be set forth below. There shall be three (3) groups: those elected for three (3) years, two (2) years and one (1) year. Group I shall be the three candidates receiving the highest number of votes and shall be seated for a term of three years expiring in 2002. Group II shall be the three candidates receiving the next highest number of votes and shall be seated for a term of two years expiring in 2001. Group III shall be the three candidates receiving the next highest number of votes and shall be seated for a term of one year expiring in 2000. After the 1999 election, each Director elected shall serve a three (3) year term.

Each Director shall hold office until their successor shall have been duly elected or appointed and qualified.

A Director may be removed, with or without cause, by the Class A Members at a duly called meeting. In the event a Director shall fail to attend three (3) consecutive meetings of the Board, without being excused, such Director shall be subject to removal upon the affirmative vote of a majority of the Board.

2. Within forty-five (45) days prior to the date of the Annual Meeting, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary, or a delegee, shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations shall be made from among Members whose assessments are current. Nominations may also be made by a petition signed by at least three percent (3%) of the Members whose assessments are current provided such petition is received by the Nominating Committee at least fifty (50) days before the Annual Meeting.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies. Such ballots shall be prepared and mailed with a self-addressed, stamped return envelope by the Secretary or a delegee, to the Members at least fourteen (14) days in advance of the date set forth therein for a return.

5. The completed ballots shall be returned to the Secretary at the principal office of the Association, or at such other address as designated upon each ballot not later than three (3) days before the Annual Meeting.

6. Upon receipt of each ballot the Secretary, or a delegee, shall immediately place it in a safe or other locked place until the date set for the counting of such ballots. On that day the ballots shall be turned over to a committee which shall consist of five (5) Members appointed by the Board of Directors.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the Annual Meeting of the Board of Directors, which shall be held following the Annual Meeting each year.

Article VI
Powers and Duties of the Board of Directors

1. The Board of Directors shall have power:

A. To call meetings of the Members and the Directors and to give notice thereof as required by these Bylaws and by law.

B. To appoint and remove at pleasure all officers, agents, and employees of the Association,

prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors or as required by law.

D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize or cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all its acts and corporate affairs.

B. To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

1. To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;

2. To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and:

3. To send written notice of each assessment to every Member subject thereto.

D. To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

Article VII
Directors and Meetings

1. Regular meetings of the Board of Directors shall be held at such time and place as provided by law or by appropriate resolution of the Board of Directors.

2. Special meetings of the Board of Directors shall be held when called by a majority of the Board of Directors after not less than three (3) days notice to each Director.

3. Notice of all Board meetings shall be published and posted as required by law from time to time.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Article VIII
Officers

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The President shall be a member of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

2. The officers of the Association shall be elected by the Board of Directors. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected or appointed and qualified. No member of the Board of Directors shall serve successive terms as President of the Association.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors. The Secretary, or a delegee, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose; sign all certificates of membership; keep the records of the Association; and record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or a delegee, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

Article IX
Committees

1. The Standing Committees of the Association shall be:
   - The Executive Committee
   - The Nominating Committee
   - The Landscape and Maintenance Committee
   - The Architectural Review Board (the "ARB")
   - The Finance Committee
   - The Communications Committee
   - The Covenant Enforcement Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors and shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Architectural Review Board shall be appointed by the Board of Directors and shall have the duties and functions described in the Declaration. The ARB shall consist of three (3) Members who need not be members of the Board. The ARB shall have the following powers and duties:

A. To approve or disapprove improvements or structures of any kind located or to be located upon the Property as provided in the Declaration.

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

3. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, or officer of the Association which is further concerned with the matter presented.

Article X
Meetings of Members

1. The regular annual meeting of the Members shall be held during the month of December or January of each year, and at such date and at such time as designated by the Board of Directors. The place of the annual meeting shall be determined by the Board of Directors. If the day for the annual meeting shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

2. Special meetings of the Members for any purpose may be called at any time by a majority of the Board of Directors or upon written request of twenty-five percent (25%) of the Members who have a right to vote.

3. Notice of a special meeting or the annual meeting may be given to Members either personally or by sending a copy of the notice through the mail postage thereon fully prepaid to the address appearing on the books of the corporation. Each Member shall register an address with the Secretary and notices of such meetings shall be mailed to such address. Notice of any special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted unless otherwise provided in these Bylaws, the Articles or the Declaration.

4. The presence at any meeting of Members in person or by proxy entitled to cast twenty percent (20%) of the votes shall constitute a quorum for any action governed by these Bylaws, the Declaration or the Articles of Incorporation.

5. At all meetings of Members, each Member may vote in person or by limited proxy if permitted by law. All proxies shall be in writing and filed with the Secretary.

Proxies shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxies shall extend beyond a period of ninety (90) days and every proxy shall automatically cease upon sale by the Member of his or her interest in the Property.

Article XI
Books and Papers

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

Article XII
Seal

The Association shall have a seal in circular form having within its circumference the words: The Hammock Cove Homeowners Association, Inc., corporation not for profit, 1997, Florida.

Article XIII
Fiscal Year

The fiscal year of the Association shall be the calendar year.

Article XIV
Amendments

These Bylaws may be amended in the manner provided in the Articles of Incorporation.

The foregoing were adopted as the Amended and Restated Bylaws of The Hammock Cove Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, on the date recorded.