Upon recording, return to:
Hill, Ward & Henderson, P.A.
Attn: Jerilyn Reed
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAMMOCK BAY

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAMMOCK BAY (this **"Declaration")** is made this _____ 2026, by IMPACT APOLLO BEACH VENTURES, LLC, a Florida limited liability company (the **"Declarant")**, and joined by HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the **"Association")**.

RECITALS

A. Declarant and the Association are the owners of the real property located in Hillsborough County, Florida, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference **("HAMMOCK BAY")**.

B. Declarant and the Association hereby desire to subject HAMMOCK BAY to the covenants, conditions, restrictions and easements contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising HAMMOCK BAY, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

D. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant and Association (both as further defined below) hereby declares that every portion of HAMMOCK BAY is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for Hammock Bay Homeowners Association, Inc. established pursuant to Article 16.1 hereof.

"Articles" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as Exhibit B and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Article 15.1 hereof.

"Association" shall mean HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Builder" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction activities, and (iii) is approved as a "Builder" by the Declarant in writing.

"Bylaws" shall mean the Bylaws of Association in the form attached hereto as Exhibit C and made a part hereof as amended from time to time.

"Common Areas" shall mean all real property interests and personal property interests within HAMMOCK BAY designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within HAMMOCK BAY. The Common Areas may include, without limitation, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, public rights of way, water bodies, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. The Common Areas do not include any portion of any Lot.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"Community Completion Date" shall mean the date upon which all Homes in HAMMOCK BAY, as ultimately planned and as fully developed, have been conveyed by Declarant and/or to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ACC pursuant to Article 16.5 hereof.

"Contractors" shall have the meaning set forth in Article 16.14 hereof.

"County" shall mean Hillsborough County, Florida.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Hammock Bay, together with all amendments and modifications thereof.

"Declarant" shall mean Impact Apollo Beach Ventures, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in Exhibit A for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

"Facilities" shall mean, without limitation, entrance features, buffer or landscaped areas, water features, ponds, hardscapes, SWMS, Wetland Conservation Areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, public rights of way, water bodies, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "FACILITIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION.

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, the Master Plan, and any applicable Supplemental Declaration, all as amended from time to time.

"Hammock Bay" shall be the entire property comprised of the uplands and submerged area as per legal description and improvements located thereon.

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within HAMMOCK BAY. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or

remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Article 15.2(E) hereof.

"Installment Assessments" shall have the meaning set forth in Article 15.2(A) hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within HAMMOCK BAY.

"Lot" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including without limitation a Home.

"Owner" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Declarant, even after the Turnover Date.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"Permit" shall collectively mean Permit Nos.903695/43018838.062, all as amended or modified, issued by SWFWMD, copies of which are attached hereto as Exhibit D.

"Plat" shall mean any plat of any portion of HAMMOCK BAY filed in the Public Records, from time to time.

"Public Records" shall mean the Public Records of Hillsborough County, Florida.

"Reserves" shall have the meaning set forth in Article 15.2(D) hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing HAMMOCK BAY as adopted by the Board from time to time. The Rules and Regulations may be incorporated into the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. The Association shall have the right to adopt and enforce Rules and Regulations applicable to the Lots, Common Areas and Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Lots, Common Areas or to the Facilities.

"SWFWMD" shall mean the Southwest Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Article 15.2(B) hereof.

"Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, onsite or offsite retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes. The Hammock Bay Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and, in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Title Documents" shall have the meaning set forth in Article 22.8 hereof.

"Turnover Date" shall mean the date on which transition of control of the Association from Declarant to Owners occurs.

"Use Fees" shall have the meaning set forth in Article 15.2(C) hereof.

"Utility Provider" shall mean any party contracting with the Association to provide Owners with one or more Utility Services. With respect to any particular Utility Services, there may be one or more Utility Providers.

"Utility Services" shall mean water, wastewater, electric, gas, cable, broadband, or other commonly understood utility services; and all other services that are typically and, in the future, identified as utility services. Without limiting the foregoing, such Utility Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Utility Services is to be construed as broadly as possible.

"Voting Interest" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the HAMMOCK BAY, which shall include the voting interests of the Declarant.

"Water Bodies" shall mean the bodies of water that abut Hammock Bay, which include, but are not limited to Tampa Bay, the Golf & Sea Waterway, and Biscayne Canal.

"Wetland Conservation Areas" shall have the meaning set forth in Article 23.15 herein.

ARTICLE II
AMENDMENT

2.1 Amendments. The covenants and restrictions of this Declaration maybe amended by an instrument signed by the Board of Directors of the Association with an attached certification that the amendments have been approved by a majority of the members if the Association.

2.2 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Article 2.6 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

2.3 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and Association have the unfettered right to amend this Declaration and the other Governing Documents except as expressly set forth herein.

2.4 Amendments Prior to the Turnover. Prior to the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as otherwise provided herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of HAMMOCK BAY; (ii) additions or deletions from HAMMOCK BAY and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall

join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

2.5 Amendments from and After the Turnover. After the Turnover Date, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of two-thirds (2/3) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

2.6 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

ARTICLE III
ANNEXATION AND WITHDRAWAL

3.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of HAMMOCK BAY by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association. Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of HAMMOCK BAY. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to HAMMOCK BAY.

3.2 Annexation by Association. After the Community Completion Date, and

subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) two-thirds (2/3) Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

3.3 Withdrawal. Prior to the Community Completion Date, any portions of HAMMOCK BAY (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of HAMMOCK BAY shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or is obtained. The withdrawal of any portion of HAMMOCK BAY shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from HAMMOCK BAY.

3.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article 3 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

ARTICLE IV
BINDING EFFECT AND MEMBERSHIP

4.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term thirty (30) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

4.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations

placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

4.3 Membership and Voting Rights.

(A) In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from the ownership of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

(i) Class A Members. Class A members shall be all Owners of Lots. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B Members. Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place when the Declarant is no longer permitted under Florida law (as it exists at the time of recording this Declaration) to appoint a majority of the members of the Board of Directors or such earlier date when, in its discretion, the Declarant so determines and declares in a recorded instrument.

4.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated

occupants.

4.5 Voting Interests. Voting Interests in Association are governed by this Declaration, the Articles and Bylaws.

4.6 Document Recordation Prohibited. Neither Association nor any or Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

4.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, the hierarchy for resolving such conflicts shall be the Declaration, the Articles and then the Bylaws.

ARTICLE V
COMMON AREAS

5.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to Association as set forth in Article 5.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned by the Association. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

5.2 Construction of Common Areas Improvements. Declarant anticipates it will construct, at its sole cost and expense, certain improvements as part of the Common Areas as Declarant determines in its sole discretion. Declarant shall be the sole judge of the composition of any Common Area improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements within HAMMOCK BAY, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will construct any Common Area improvements. Declarant is the sole judge of the Common Area improvements, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), color, textures, finishes or changes or modifications to any of them.

5.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any

purpose deemed appropriate by Declarant.

5.4 Conveyance.

(A) Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to Association by Quit Claim Deed or other instrument of conveyance as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of HAMMOCK BAY, as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

(B) Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

(i) a perpetual nonexclusive easement which is hereby granted by Declarant in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

(ii) matters reflected on the Plat;

(iii) perpetual non-exclusive easements which is hereby reserved and granted by Declarant in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or

assigns;

(iv) all restrictions, easements, covenants and other matters of record;

(v) a reservation of right in favor of Declarant (so long as Declarant owns any portion of HAMMOCK BAY) to require that Association re-convey all or a portion of the Common Areas by Quit Claim Deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

5.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of Declarant if prior to turnover.

5.6 Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon, or the Facilities, as applicable, shall at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage Association. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

5.7 Use.

(A) Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

(B) Right to Allow Use. Declarant and/or the Association may enter into easement

agreements or other use or possession agreements whereby the Owners, Utility Providers, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

(C) Water Bodies. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATER BODIES IN HAMMOCK BAY, INCLUDING, BUT NOT LIMITED TO, TAMPA BAY, GOLF & SEA WATERWAY, AND BISCAYNE CANAL; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any water body or waterfall within HAMMOCK BAY.

(D) Rules governing Water Bodies.

(i) The Association shall trim, remove or alter in any manner or fashion, any mangrove, spartina or other legally protected shoreline vegetation situated on any portion of the Property, whether on Common Area or a Lot.

(ii) No watercraft kept in the Water Bodies shall interfere with navigation, become a hazard to others or the environment, or become unsightly. No anchoring is allowed except during storm closings of the Water Bodies.

(iii) Discharge or dumping of anything other than clean water into the Water Bodies is prohibited.

(iv) The dumping of garbage, sewage, fuel, oil, chemicals or other dangerous or noxious materials, in the Water Bodies is strictly prohibited.

(v) Fishing activities shall be conducted so as to respect the rights of other Owners and their guests, the safety of all vessels at the docks and so as not to create a nuisance. No swimming or diving in the Water Bodies is allowed with the exception of professional divers or licensee carrying out underwater inspections and cleaning. Do not feed wildlife or birds under penalty of law.

(vi) No Lot or parcel shall be increased in size by filling in the water on which it abuts. No seawall shall be erected, constructed, or altered without the express written permission of the Association.

(vii) The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of Water Bodies, docks, ponds, or streams within the Property. No Owner shall allow to occur on his or her Lot or any dock adjacent to his or her Lot an act or event which would constitute a violation of any SWFWMD Permit applicable to Hammock Bay, including SWFWMD permit #903695/43018838.062.

(viii) Owners are responsible for the dredging of their boat dock area.

(ix) No live-aboards, commercial fishing operations, commercial fish cleaning, or commercial fish disposal is permitted within HAMMOCK BAY or the Dock Easement Area.

Any person or Owner found in violation of the above Rules shall be subject to fines payable to the Association at its sole discretion.

(E) Obstruction of Common Areas/Facilities. No portion of the Common Areas or Facilities, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

(F) Assumption of Risk. Without limiting any other provision herein, each Owner and as applicable, accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (a) noise from maintenance equipment; (b) use of pesticides, herbicides and fertilizers; (c) view restrictions caused by maturation of trees and shrubbery; (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within HAMMOCK BAY; and (e) design of any portion of HAMMOCK BAY. Each such person also expressly indemnifies and agrees to hold harmless Declarant, any Builder, the Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, and/or the Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, and/or the Facilities, including, without limitation, all water bodies, lakes, ponds or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS OR FACILITIES, AS APPLICABLE, MAY CONTAIN WILDLIFE SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

(G) Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, any Builder, the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, **"Indemnified Parties")** against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever **("Losses")** incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, and/or the Facilities, including, without limitation, use of the lakes and other Water Bodies within HAMMOCK BAY by Owners, and their guests, family members, invitees, or agents. Should any Owner bring suit against Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

(H) Access. Access shall be afforded to police, fire and other public vehicles. Declarant hereby grants and conveys a non-exclusive easement over and across the Property to such entities for emergency services and other public services.

(I) Borrow. The right of the Association in accordance with its Articles of Incorporation, By-Laws and this Declaration to borrow money for the purpose of improving the Common Area or acquiring additional Common Areas for construction, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except the Roads, provided further that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Owners under this Declaration.

5.8 Rules and Regulations.

(A) Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Lots, Common Areas and Facilities. The Rules and Regulations need not be recorded in the Public Records. The Lots, Common Areas and Facilities shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder. The Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

(B) Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of Declarant.

5.9 Default by Owner. No default by any Owner-in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas or Facilities, as applicable; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

5.10 Water Mains. In the event the County, or any of its subdivisions, agencies, and/or

divisions, must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Article 5, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Article 5, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Article 5.

ARTICLE VI
MAINTENANCE BY ASSOCIATION

The following provisions shall relate to all Lots and Homes within HAMMOCK BAY.

6.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

6.2 Landscape Maintenance. Notwithstanding any other provision of this Declaration to the contrary, and except as otherwise expressly provided herein, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, sod, irrigation, yards, grass, shrubs, trees, mulch, or any other landscaping. Except as otherwise expressly provided herein, the record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration or other design guidelines as may be adopted by the ACC from time to time.

Notwithstanding anything to the contrary herein, Declarant is responsible for installing decorative landscaping and hardscaping surrounding the community's entry gate and water feature, portions of which will encroach within the "Private Landscape and Wall Easement" on Lot 1 as shown on the Plat (collectively, the "**Gate Area Landscaping**"). Declarant hereby reserves and grants in favor of the Association a non-exclusive easement over the portion of Lot 1 and Lot 2 identified as "Private Landscape and Wall Easement" for access to and maintenance of the Gate Area Landscaping. The Gate Area Landscaping shall be maintained by the Association, in addition to any landscaping in front of Lot 1 installed by the Association within the private roadway (Signet Drive) as well as within Tract "C" on the Plat, between the area back of curb and the front of sidewalk. As a matter of clarification only, only the Gate Area Landscaping shall be maintained by the Association, with all other landscaping upon Lot 1 and Lot 2 to be maintained by the Owner, at such Owner's expense.

6.3 Roadways and Gate. There shall be a gate constructed at the entrance to HAMMOCK BAY. Said gate shall be accessible only by the Declarant and the owners of Lots in HAMMOCK BAY, their guests and invitees, and any others permitted to use the entry gate as part of the Shared Use Agreement set forth in Article 19.10 of this Declaration, to the exclusion of all other parties. The maintenance of the gate, all mechanical components of the

gate, any structure, other supportive components of the gate and/or decorative, and any maintenance of the roadway behind the gate shall be undertaken by the Association as an Operating Expense. This shall also include the maintenance of all landscape areas, water features, ponds, hardscaping and other design features at the gate and elsewhere in any Common Areas of HAMMOCK BAY. Any costs of maintenance set forth in this Article shall be apportioned pursuant to the Shared Use Agreement contemplated in Article 19.10 of this Declaration. The gate shall not be removed or altered unless approved by the written consent of not less than 75% of the Lots subject to this Declaration and any required approvals under the Shared Use Agreement.

6.4 Right of Entry. Declarant hereby reserves and declares in favor of Declarant and the Association a perpetual and irrevocable easement over, under and across all of HAMMOCK BAY for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of HAMMOCK BAY if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

6.5 Retention Walls. The Declarant may construct retention walls within HAMMOCK BAY (the **"Retention Walls").** Retention Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association. Retention Walls located within Lots shall be maintained, repaired or replaced by the record title owner of the Lot or Lots, whichever is applicable, on which the Retention Wall is located. Failure of the Association to undertake any such maintenance, replacement or repair of the Retention Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Article to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retention Walls. Should a Lot Owner fail to properly maintain a Retention Wall located on his Lot, the Association may, after 10 days written notice of its intention to do so, enter upon the Lot, make any necessary repairs to the Retention Wall, and charge the cost of same as an assessment against the Lot collectible in the same manner as an assessment under Article 15 of this Declaration.

6.7 Mailboxes. There shall be a mailbox kiosk for the use and benefit of the Association and all Owners. Initially, the mailbox kiosk shall be located within a parcel adjacent to the Property, intended to be developed as "The Marina at Hammock Bay" community, with such rights granted via a temporary license agreement. It is anticipated that it will later be relocated to a permanent location within The Marina at Hammock Bay community. This relocation will be at the direction of the Board of Directors of the Association. Any maintenance, repair, or replacement thereof shall be by the Association as an operating expense.

6.8 Utility Services. The Association shall have the power to enter agreements for service providers to be the preferred service providers in the community. The Association, at its sole

discretion, may also enter into bulk agreements for provision of utility services including, but not limited to, water, wastewater, gas, etc. Should the Association enter into a bulk agreement for such provisions, same shall become part of the common expenses to be budgeted for and become part of the assessment levied as set forth in Article XV of this Declaration. The are existing agreements with Chater Communications, Inc. d/b/a Spectrum and Frontier Communications.

ARTICLE VII
MAINTENANCE BY OWNERS

All Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of HAMMOCK BAY by the record title owner of the applicable Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Lot. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Article 7, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner. Any cost incurred by the Association in doing maintenance as contemplated by this Section shall become an assessment against the Lot collectible in the same manner as an assessment under Article 15 of this Declaration.

7.1 Seawalls. The Declarant may construct seawalls on the Property within HAMMOCK BAY.

(i.) Upon acceptance of title to a Lot, any seawall, bulkhead, dock or retaining walls which are situated on the waterward side of any Lot within Hammock Bay shall be deemed to be titled to the Owner of each said Lot and the maintenance of said seawall, bulkhead, dock, or retaining wall shall be the responsibility of the titled Owner. For the purpose of construction, minimum building set back limitations and easements from the waterward side of any Water Bodies or waterfront Lot shall henceforth be measured from the outer edge of the existing seawall cap.

(ii.) Maintenance. Each Owner of a Lot shall maintain the seawall on the waterward side of such Lot:

(A) In good condition so that soil does not leak or erode through or over the seawall into the Water Bodies, and

(B) So as to be cosmetically harmonious with nearby seawalls that are in good condition.

(iii.) Responsibility. It is the duty and responsibility of each Owner whose Lot adjoins the Water Bodies to maintain the seawall across his or her entire property line adjoining the Water Bodies, from, and to the neighboring seawall on each side of his or her lot, in good condition.

(iv.) Permits. Approval from the ACC is required to construct, replace, or make changes to any seawall, dock, davit, or lift along the waterward side of any Lot. All contractors must be Florida licensed and approved by the Board.

(v.) Failure to Comply. In the event the Association shall determine that a seawall, dock, davit, or lift, has not been installed or maintained by the applicable Owner of the Lot in accordance with the standards and conditions in (ii), (iii), and (iv) above and also in accordance with other construction specifications the ACC may reasonably establish, the Association shall provide the Owner written notice of the deficient condition(s) and provide a time limit within which the Owner shall remedy the deficient condition(s). In the event the notice of deficient condition(s) requires complete replacement of a seawall, the required remedy shall be that the Owner produce an executed contract with an approved contractor, with said contract providing that the seawall replacement be completed within one hundred twenty (120) days of the execution of the contract.

(A) Deficient Conditions, Failure to Remedy. If after having been notified of a deficient condition, the Owner fails to remedy the deficient condition within the time required in the notice, a second, notice, sent by certified mail, shall be provided the Owner. The second notice shall set forth a required date to remedy the deficiencies and shall provide notice that Fines and/or Suspensions may be imposed by the Association for the failure to remedy the said deficiencies and that liens may be imposed against the owner's lot for failure to pay the Fines.

(B) Levy of Fines. After having received the second notice, should the Owner not remedy the deficiencies within the time set forth in the second notice, by an affirmative vote of the Association, Fines and/or Suspensions shall be levied against the lot owner. Fines levied shall be as follows: $100.00 per day, per deficiency, not to exceed thirty (30) days.

Should an Owner fail to properly maintain a seawall located on or adjacent to his Lot, after taking the above steps, the Association may, after 10 days written notice to the Owner of its intention to do so, enter upon the Lot, make any necessary repairs to the seawall, and charge the cost of same as an Individual Assessment against the Owner collectible in the same manner as an assessment under Article 15 of this Declaration.

ARTICLE VIII
RIGHT OF ASSOCIATION TO ENFORCE

Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Article in the event an Owner does not comply with this Declaration, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Article by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Article, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal, and including pre-litigation attorney's fees.

ARTICLE IX
LANDSCAPE MAINTENANCE STANDARDS

The following maintenance standards (the **"Landscape Maintenance Standards")** apply to landscaping within all Lots:

9.1 Trees and Shrubs. All trees and shrubs are to be trimmed so as to be neat and orderly, and in compliance with any design guidelines established by the ACC and applicable City or County ordinances.

9.2 Grass.

(A) Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

(B) Edging. Edging of all curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

9.3 Mulch. Mulch shall be replenished as needed on a yearly basis.

9.4 Insect Control and Disease. Insect and disease control shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

9.5 Irrigation. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components, will be the sole responsibility of the record title Owner of the respective Lot. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

9.6 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

9.7 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

9.8 Landscaping and Irrigation. The following provisions shall relate to all Lots and Homes within HAMMOCK BAY:

(A) Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SWFWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is

absent from the Lot.

(B) Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from HAMMOCK BAY and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

(C) No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

9.9 Paved Surfaces. Each Owner and shall be responsible to timely repair, maintain and/or replace the driveway, walkways, sidewalks, including without limitation any brick pavers, and other paved surfaces comprising part of a Lot. Such maintenance shall include cleaning or pressure washing all paved surfaces on at least an annual basis. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway, walkways, sidewalks and other paved surfaces in the event that such Owner or fails to make the required repairs, together with interest at the highest rate allowed by law.

Driveways located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association.

ARTICLE X
USE RESTRICTIONS

The following Use Restrictions shall apply to all Lots within HAMMOCK BAY, except for any Lots owned by the Declarant:

10.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

10.2 Animals. No animals of any kind shall be raised, bred or kept within HAMMOCK BAY for commercial purposes. No swine or poultry shall be permitted to be kept within HAMMOCK BAY by any Owner. Owners may keep no more than two (2) domestic pets except any dog which qualifies as a "dangerous dog" as defined in Section 767.11, F.S., as it may be amended from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the

activities of its pet. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot without ACC approval.

10.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

10.4 Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant or its agents.

(A) Parking. Owners' automobiles shall be parked in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk, streets or driveways of other Lot Owners.

(B) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain in HAMMOCK BAY for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within HAMMOCK BAY, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

(C) Prohibited Vehicles. No Commercial Motor Vehicle, limousine, recreational vehicle, all-terrain vehicle (ATV), boat (or other watercraft), trailer, including, without limitation, boat (or other watercraft) trailers, house trailers, mobile homes, and trailers of every other type, kind, or description, or camper, may be kept within HAMMOCK BAY except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes and Section 720.3075, Florida Statutes, as amended from time to time. No vehicles with missing or expired tags or registrations shall remain within HAMMOCK BAY except in the garage of a Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATV), scooters, or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally, no all-terrain vehicle (ATV) or mini motorcycle may be parked or stored within HAMMOCK BAY, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in the Declaration to the contrary, the restrictions in this Section shall not apply to vehicles utilized in connection with construction, sales, development, improvement, installation, or repair by the Declarant, any Builder, or their respective invitees, employees, subcontractors, contractors, suppliers, designees, consultants, or agents. Further, notwithstanding any other provision in the Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes, as may be amended from time to time.

(D) Limited period hardship exemptions to this restriction may be granted by the Association in its sole discretion.

(E) Golf Carts. Any motor vehicles designed for recreational purposes and which are considered a "golf cart" or "low speed vehicle" under Chapter 316 or Chapter 320, Florida Statutes, and which are not capable of speeds in excess of twenty (20) miles per hour, are each referred to

herein as a "**Golf Cart**" and collectively as "**Golf Carts**." Subject to any rules, regulations, and restrictions promulgated by the Association or the District with respect to use of Golf Carts on Common Areas or the Facilities, if any, Golf Carts may be operated within roadways in HAMMOCK BAY so long as such Golf Carts are permitted by applicable laws, rules, regulations, codes, and ordinances. Subject to such rules, regulations, and restrictions and the provisions contained herein, Golf Carts shall be operated on paved surfaces only. Golf Carts are prohibited within the sidewalks, walkways, trails, or turf areas, if any, located within HAMMOCK BAY, unless any such areas are specifically designated by the Association for Golf Cart usage. NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE OBLIGATED TO CONSTRUCT OR PROVIDE ANY GOLF CART PATHS WITHIN HAMMOCK BAY. The Association and the District shall have the right to prohibit or restrict Golf Carts within certain areas of HAMMOCK BAY. Golf Carts shall only be operated in compliance with Chapter 316, Florida Statutes. No person under the age of sixteen (16) shall operate a Golf Cart within HAMMOCK BAY. All occupants of a Golf Cart must have a designated seat, and no person shall ride while standing on a Golf Cart. Golf Carts must be equipped with a license plate, efficient brakes, steering apparatus, safe tires, headlights, rearview mirror, and red reflective warning devices on both the front and rear of the Golf Cart. All Golf Cart drivers shall comply with all traffic laws, including stopping at stop signs, using appropriate directional signals and yielding to car traffic, and using headlights when visibility is low. The Board may, in its sole and absolute discretion, require Golf Cart owners to register the Golf Cart with the Association. The Association may require proof of insurance and the display of a registration sticker for any Golf Cart used within HAMMOCK BAY. The Association reserves the right to revoke Golf Cart privileges with respect to any Owner, occupant or other person who violates the foregoing restrictions or requirements. By acceptance of a deed to a Lot each Owner (i) acknowledges the Declarant and the Association shall have no responsibility or liability to such Owner or any other Permitted User because of any damage or injury caused to such Owner, Permitted User, or their licensees and agents, or to property of an Owner, Permitted User, or their licensees and agents from the use of Golf Carts within HAMMOCK BAY, (ii) waives any and all claims or causes of action which they, their Permitted Users, licensees, or agents may have against the Declarant and/or the Association arising out of such personal injury or property damage, and (iii) understands and appreciates the nature of all risks both apparent and latent associated with living within HAMMOCK BAY as it relates to the use of Golf Carts and expressly assumes the risks of personal injury or property damage that may occur in connection with such risks. Nothing herein shall preclude the Association or other relevant governmental entity from promulgating rules, requirements, or prohibitions for Golf Carts that are more restrictive than this Section.

When not in use, Golf Carts must be parked within a garage or in accordance with Section 720.3045, Florida Statutes, as may be amended from time to time.

10.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Article 13.2(B) of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

10.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted within HAMMOCK BAY, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within HAMMOCK BAY. No solicitors of a commercial nature shall be allowed within HAMMOCK BAY, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

(i) Declarant shall be permitted to maintain one or more properties within HAMMOCK BAY as a model home for use in sale and marketing of Lots in HAMMOCK BAY. Same shall be permitted and shall not be considered commercial activity.

10.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within HAMMOCK BAY. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN HAMMOCK BAY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

10.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

10.9 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of HAMMOCK BAY without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through HAMMOCK BAY). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

10.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of HAMMOCK BAY complies with this Declaration, such dispute shall, prior to the Community

Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

10.11 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas, Facilities and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the repair or replacement of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have no responsibility for landscaping maintenance and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Article 9 of this Declaration. In the event that such drainage systems or facilities (whether comprised of swales, pipes, pumps, retention area slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage systems and/or facilities shall be the responsibility of the record title owner of the Lot containing such landscaping, fences, structures or additions that adversely affected the adjacent Lot's drainage systems and/or facilities. By way of example, and not of limitation, if a Lot includes a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage systems and/or facilities within another Lot, the record title owner of the Lot containing the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Likewise, if the roots of a tree located within the Common Areas or Facilities, as applicable, adversely affect an adjacent Lot, the Association, as applicable, shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. NOTWITHSTANDING THE FOREGOING, ASSOCIATION AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

10.12 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, potted plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

10.13 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Master Plan. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Master Plan. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

10.14 Fuel Storage. No fuel storage shall be permitted within HAMMOCK BAY, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

10.15 Garages. Garages shall be used only for the purpose of parking automobiles and other vehicles approved herein, for hobbies and storing an Owner's household goods. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

10.16 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up by 5pm on the day of the pick-up.

10.17 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

10.18 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of Association and is deemed part of the Common Areas.

10.19 Clotheslines. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

10.20 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of HAMMOCK BAY. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of

HAMMOCK BAY shall be the same as the responsibility for maintenance and repair of the property concerned.

10.21 Leasing. No leasing of any Lot or any part thereof shall be permitted in Hammock Bay for the first 18 months of ownership. Lots may be rented only for a minimum 12-month lease period. Lots may only be rented for use as a single-family residence. Individual rooms of a Home and/or Lot may not be leased on any basis, and subleasing is not permitted. Owners will be held responsible for their tenants and other non-Owner occupants and guests in abiding by all Rules and Regulations

10.22 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of HAMMOCK BAY is permitted. No firearms shall be discharged within HAMMOCK BAY. Nothing shall be done or kept within the Common Areas, or any other portion of HAMMOCK BAY, including a Home or Lot which will increase the rate of insurance to be paid by Association.

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

10.24 Parcelizing. No Lot shall be divided so as to accommodate more than one single dwelling per Lot. But a Lot maybe combined with an adjacent Lot or Lots in order to create a single family dwelling site larger than one Lot.

10.25 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor did any use make of, the Common Areas, any Lot or Home, or any other portion of HAMMOCK BAY, which is unsightly or which interferes with the comfort and convenience of others.

10.26 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of HAMMOCK BAY, change the level of the land within HAMMOCK BAY, or plant landscaping which results in any permanent change in the flow and drainage of surface water within HAMMOCK BAY. Owners may place additional plants, shrubs, or trees within any portion of HAMMOCK BAY within their respective Lots with the prior written approval of the ACC.

10.27 Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher

than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within HAMMOCK BAY or adjoining properties.

10.28 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the Association to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Master Plan.

10.29 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of HAMMOCK BAY. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission **("FCC")** rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

10.30 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of HAMMOCK BAY, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Article is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration.

This section shall exclude signs installed for or on behalf of governmental authorities, Declarant, the Declarant's agents or the Association and except for signs approved by the ACC for use by Builders.

Declarant is exempt from this Article; provided, further, the Declarant specifically reserves the right, for itself and for Builders, with Builder needing Declarant's or Association's and their agents (including the ACC) approval, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the HAMMOCK BAY such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Article shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

10.31 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of HAMMOCK BAY without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Temporary or portable basketball equipment and backboards shall not be installed or placed within or about any portion of HAMMOCK BAY. Approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines, except basketball equipment shall be located in the front of the Lot and installed in accordance with the applicable requirements as provided in the Master Plan. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot without ACC approval. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

10.32 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without ACC approval. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

10.33 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to HAMMOCK BAY, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

10.34 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of HAMMOCK BAY or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

10.35 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, tenants and invitees.

10.36 Wells and Septic Tanks. Individual wells will be permitted on Lots only for irrigation purposes. No individual septic tanks will be permitted on any Lot.

10.37 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

10.38 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

10.39 Waste and Rubbish.

a. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within Hammock Bay if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in approved sanitary containers.

b. All service yards or service areas, approved sanitary containers, and storage piles on any property within the Hammock Bay shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will not be visible from any neighboring property or street.

c. Notwithstanding the foregoing, approved trash containers, recycling containers and bundled yard waste may be set out as required by the waste collection service provider for a reasonable time before and after their scheduled pickup times.

d. Determination of compliance with this section shall be made solely by the Association.

10.40 Minimum Dwelling Size. The minimum dwelling size for Lots 1 through 22 and Lot 47 shall be 3,500 square feet. The minimum dwelling size for Lots 23 through 46 shall be 4,500 square feet. Should an Owner desire to construct a dwelling on Lots 23 through 46 which is less than 4,500 square feet, the Owner may request permission for same from Declarant, and Declarant may grant or deny such request on a case by case basis in its sole and complete discretion.

ARTICLE XI

INTENTIONALLY DELETED.

ARTICLE XII
EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

All Homeowners owning a Lot shall be subject to the provisions of this Article. In the event of conflict with other Articles in this Declaration, the restrictions in this Article XII shall control.

Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

ARTICLE XIII
INSURANCE

Association shall maintain the following insurance coverage:

13.1 Insurance.

(A) Fire and extended coverage insurance on all improvements upon the Common Areas in the amount of 100% of the full insurance replacement costs value of the improvements

(B) Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

(C) Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association. The liability insurance shall name the Declarant, the Association, ACC and their respective members, employees, officers, agents and representatives as additional insured parties.

(D) Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officer's liability insurance in such amounts and with such provisions as approved by the Board.

(E) Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

(F) Declarant. Prior to the Turnover Date, Declarant shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the

foregoing.

(G) Workman's Compensation Insurance to meet the requirements of law.

13.2 Homes.

(A) Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Article. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

(B) Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home **("Required Repair"),** or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC **("Required Demolition")** to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

(C) Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Article 13.3(C) shall be in accordance with the Master Plan, the Community Standards, and any other standards established by Association with respect to any casualty that affects all or a portion of HAMMOCK BAY.

(D) Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its

sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Article shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Article if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

(E) Association Has No Liability. Notwithstanding anything to the contrary this Article, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Article.

13.3 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

13.4 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

13.5 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

13.6 Declarant has No Liability. Notwithstanding anything to the contrary this Article, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

13.7 Additional Insured. So long as an employee or agent of the Declarant is a director or officer of Association, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

ARTICLE XIV
PROPERTY RIGHTS

14.1 Owners' Easement of Enjoyment. Each Owner shall have all rights and title of a fee simple owner of real property with respect to any Lot owned and may exercise full proprietary

interest therein subject only to the covenants contained in this Declaration and any other conditions voluntarily contracted. All easements, reciprocal easement agreements, amendments and supplements to this Declaration as well as provisions of the Association's Articles of Incorporation and By-Laws, shall be construed to be "other conditions voluntarily contracted".

Every Owner in HAMMOCK BAY shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

(A) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(B) Rules and Regulations adopted governing use and enjoyment of the Common Areas and Facilities.

(C) The right of the Association to suspend rights hereunder, including voting rights, or to impose fines in accordance with Section 305, Florida Statutes.

(D) The right of the Association to suspend use rights (except vehicular and pedestrian ingress and egress and necessary utilities) of all or a portion of the Common Areas or Facilities for any period during which Assessments remain unpaid.

(E) The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

(F) The right of Declarant and/or Association to modify the Common Areas as set forth in this Declaration.

(G) The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas.

(H) The rights of Declarant and/or Association regarding HAMMOCK BAY as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

(I) The right of the Association to charge reasonable admission fees for the use of any facility constructed upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(J) The right of the Declarant and the Association to grant easements in and to the Common Area for utility and cable vision services and other public uses which benefit Hammock Bay as a whole.

(K) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Area or for constructing repairing or improving facilities located thereon and to give as security for the payment of any such loans or mortgage conveying all or any portion of the Common Area except streets, provided further that the lien and the encumbrance of any such mortgage shall be subordinate to the rights of the Owners under this Declaration.

(L) The right of the Association to dedicate or transfer all or any portion of theCommon Areas to any public agency, authority or utility for such purpose and subject to such conditions as maybe agreed to by the Members of the Association.

(M) Access afforded to police, fire and other public vehicles.

14.2 Ingress and Egress. Declarant hereby grants and conveys to each Owner a perpetual, non-exclusive easement for the right to ingress and egress over and across the Common Areas necessary for access to the Owner's Lot, which easement shall include the right to lateral support for the Owner's Lot. Rights of ingress and egress shall consist of a right of access by each Lot Owner to his own Lot and to all other Lots in Hammock Bay (including future additions thereto). It is the intent hereof that every Owner and all members of the Owner's household as well as the Owner's licensees, guests and invitees shall have the full use of the streets in Hammock Bay (including future additions thereto), subject only to reasonable security precautions imposed by the Association.

14.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant hereby grants and reserves an easement for itself and for Builders, and their respective nominees over, upon, across, and under HAMMOCK BAY as may be required in connection with the development of HAMMOCK BAY, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of HAMMOCK BAY, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within HAMMOCK BAY for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Declarant, if any. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas or Facilities, as applicable. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, as applicable, shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's use of the Common Areas or Facilities, as applicable, for construction purposes. Declarant may market other residences and commercial properties located outside of HAMMOCK BAY from Declarant's sales facilities located within HAMMOCK BAY. Declarant and Builders have the right to use all portions of the

Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas or Facilities, as applicable, for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. The easements created by this Article, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Article 21 of this Declaration. At no time shall Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4 Public Easements. Declarant hereby grants in favor of fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles a non-exclusive and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the non-exclusive right to use all paved roadways for ingress and egress to and from telecommunications systems within HAMMOCK BAY.

14.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time.

14.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment is hereby granted by Declarant and shall exist for so long as the encroachment shall naturally exist.

14.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through HAMMOCK BAY (including Lots and Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8 Support Easement and Maintenance Easement. An easement is hereby granted by Declarant for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby granted by Declarant for maintenance purposes (including access to perform such maintenance) over and across HAMMOCK BAY (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

14.9 Drainage. A non-exclusive easement is hereby reserved and granted by Declarant, in favor of Declarant, the Association, and their designees, and SWFWMD, the County, and/or any federal agency having jurisdiction over HAMMOCK BAY over, across

and upon HAMMOCK BAY for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant or Builders, (ii) landscaping of the Surface Water Management System, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of HAMMOCK BAY and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through HAMMOCK BAY and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration.

14.10 Blanket Easement in favor of Association. Declarant hereby grants in favor of Association a non-exclusive easement over all of HAMMOCK BAY, including all Lots, for the purposes of: (a) constructing, maintaining, replacing and operating all Common Areas; (b) performing any obligation that the Association is obligated to perform under this Declaration; and (c) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

14.11 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

ARTICLE XV
ASSESSMENTS

15.1 General. Each Owner other than Declarant, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the **"Assessments").**

15.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of operating and maintaining HAMMOCK BAY, and in particular, without limitation, for the improvement and maintenance of the Common Areas. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

(A) Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any

deficits from prior years' operation **("Installment Assessments");**

(B) Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses **("Special Assessments");**

(C) Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use **("Use Fees");**

(D) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the **"Reserves"),** including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established;

(E) Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots **("Individual Assessments").** By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment; and

(F) All excise taxes, if any, that from time to time maybe imposed upon all or any portion of the assessments established under this Article.

15.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

15.4 Allocation of Operating Expenses.

(A) Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is

the total number of Lots in HAMMOCK BAY conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners.

(B) In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment).

(C) Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by Owners and the Declarant of any sums due.

(D) The allocation of Operating Expenses shall also be governed by the terms and conditions of the Shared Use Agreement as outlined in Article19.10 which outlines the Declarant's agreement to maintain certain Common Areas to include roadways, gated entry improvements, landscaping and shared retention areas and shared lift station and AB shall remain responsible for paying, the Association, AB's Pro Rata Share of such expenses. (collectively, the "**Shared Expenses**"). For purposes of this Agreement, the term "**HAMMOCK BAY Common Area Expenses**" shall include all expenses and assessments incurred by the Association for the operation, maintenance, repair, replacement, or protection of the common areas of HAMMOCK BAY, including but not limited to costs associated with: (a) Community roadways; (b) the shared lift station; (c) the gated entry features and all related systems and equipment; (d) all landscaping, hardscapes and water features; (e) the real property taxes, assessments and other taxes attributable to HAMMCOK BAY; (f) pedestrian walkways and roadway signs; (g) all reserves established by the Association, regardless of when reserve funds are expended; (h) HOA Insurance to include general liability insurance, theft insurance and directors' and officers' insurance; and (i) any other costs related to the operation and maintenance of any common areas dedicated for use by residents of both HAMMOCK BAY and the AB Project.

For purposes of this Agreement, based upon the anticipated uses of both HAMMOCK BAY and the AB Project, the term "**AB's Pro Rata Share**" shall be equal to a fraction, the numerator of which is the number of single family residential units (including both single family attached units and single family detached units) approved for development upon the AB Property (collectively, the "**AB Units**"), and the denominator of which is the sum of the number of single family residential units approved for development in HAMMOCK BAY *plus* the AB Units. However, should AB elect to develop the AB Property for any uses other than single family residential units, including but not limited to multi-family units or commercial units, including but not limited to a marina, then the number of AB Units shall be modified to incorporate such additional units, subject to the mutual approval of both Declarant and AB. The obligation for the AB Property to pay AB's Pro Rata Share of the Shared Expenses shall commence upon the date

that AB obtains a site development permit from Hillsborough County for any portion of the AB Property (allowing for the commencement of site work to support the AB Project) (the "**Pro Rata Share Commencement Date**"). Declarant and the Association shall have the right to determine the frequency for collecting AB's Pro Rata Share of Shared Expenses.

15.5 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by Association.

15.6. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

15.7 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners It is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association (the **"Deficit"),** or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including vacant Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by Declarant, (ii) pay Special Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes. Declarant shall not be responsible for any Reserves or Special Assessments, even after the Turnover. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant to an Owner, the Lot shall be assessed in the amount established for Lots owned by Owners, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF

ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

15.8 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

15.9 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

(A) Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually).

(B) Special Assessments and Individual Assessments may be established by Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

(C) Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.10 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of a written request there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable fee in an amount to be determined by the Association from time to time, not to exceed the statutory maximum, to cover the costs of examining records and preparing such estoppel certificate.

15.11 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

15.12 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

15.13 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Article shall be added to Assessments payable by such record title owner with appropriate interest.

15.14 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.15 Non-Payment of Assessments. If any Assessment is not paid within five (5) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five

and no/100 Dollars ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

15.16 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Article 15.8 herein. In addition, the Board shall have the right to exempt any portion of HAMMOCK BAY subject to this Declaration from the Assessments, provided that such part of HAMMOCK BAY exempted is used (and as long as it is used) for any of the following purposes:

(A) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(B) Any of HAMMOCK BAY exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

15.17 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

15.18 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option,

to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.19 Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

ARTICLE XVI
ARCHITECTURAL CONTROL

16.1 Architectural Control Committee (ACC) The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to HAMMOCK BAY. The purpose of the ACC is to preserve a uniformly high standard of construction over the residences and other improvements HAMMOCK BAY that is both attractive and harmonious. The ACC is vested with the power to regulate all the Lots in order to protect, preserve and enhance the aesthetics of HAMMOCK BAY. The power to regulate shall include the power to prohibit those buildings, Homes or improvements found to be (a) inconsistent with the provisions of this Declaration or the aesthetic design or quality intended to be created and preserved hereby, or (b) detrimental to the value and desirability of HAMMOCK BAY as a residential community with exclusive, unique and desirable qualities.

The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. No member of the ACC who is also an Owner nor the Declarant or its employees shall be entitled to compensation for services performed. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

16.2 Membership. There is no requirement that any member of the ACC be a member of Association.

16.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of HAMMOCK BAY. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within HAMMOCK BAY by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local

governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

16.4 Master Plan. Declarant has established an overall Architectural Design Standards Manual (the "**Master Plan**") and approved certain architectural standards and procedures in order to preserve the harmonious design of Hammock Bay. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING HAMMOCK BAY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW HAMMOCK BAY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

16.5 Community Standards. Each Owner and their respective contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Declarant or the ACC. Prior to the Turnover Date, the Declarant or the ACC shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt the Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements previously constructed.

16.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

16.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant, a Builder or Owner (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

16.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

(A) Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and

other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, in duplicate, such site and grading plans, building plans and specifications for the proposed improvements,(including swimming pools, screened enclosures, pool decks, fences and boat docks) prepared and stamped by a registered Florida architect or a licensed residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

(B) In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

(C) No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

(D) Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

(E) In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

(F) Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed

disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

16.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

16.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration, the Master Plan, or the Community Standards, each on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein, the Master Plan, and the Community Standards on any other occasion.

16.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

16.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

16.13 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner as applicable. Each construction site in HAMMOCK BAY shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in HAMMOCK BAY shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in HAMMOCK BAY and no construction materials shall be stored in HAMMOCK BAY, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Master Plan. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Article, the ACC may require that such Owner or post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

16.14 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, **"Contractors")** and changes to the list as they occur relating to construction. Each and all of its employees and Contractors and their employees shall utilize those roadways and entrances into HAMMOCK BAY as are designated by the ACC for construction activities. The ACC shall have the right to require that each Contractor's employees check in at the

designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC. In addition, the ACC shall have the right to require any Owner / Contractor to designate concrete washout areas to be approved by the ACC in advance of any construction-related activities.

(A) Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions, the Master Plan, and the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in HAMMOCK BAY.

(B) The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within HAMMOCK BAY. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within HAMMOCK BAY and each Owner and shall include the same therein.

(C) Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of HAMMOCK BAY at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration, the Master Plan, or the Community Standards.

16.15 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted the Owner then Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Master Plan, by any legal or equitable remedy.

16.16 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

16.17 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Master Plan, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the

improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

16.18 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to member(s) of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Article.

16.19 Exemption. Notwithstanding anything to the contrary contained herein, the Master Plan, or in the Community Standards, any improvements of any nature made or to be made by Declarant, including without limitation, improvements made or to be made to the Common Areas or any Lot, shall not be subject to the review of the ACC, the Association, or the provisions of this Declaration, the Master Plan, or the Community Standards; provided, however, all improvements of any nature whatsoever made or to be made by a Builder, or its agents, assigns or contractors, shall be subject to the Master Plan and subject to review and approval by the Declarant pursuant to a separate agreement.

16.20 Exculpation. Declarant, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Article. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Declarant, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

16.21 Time for Construction. The purchaser of a Lot in HAMMOCK BAY shall complete the construction of a Home upon the Lot purchased within thirty-six (36) months from the date of original purchase from the Declarant. In addition, the following time schedule shall apply:

a. The Owner shall submit an Architectural Review Application as outlined in the Master Plan, within twelve (12) months from the time of original purchase.
b. After final ACC Approval has been granted construction shall commence within three

(3) months thereafter.

c. Construction shall be completed within twenty-four (24) months after commencement date provided the construction is completed within thirty-six (36) months from the date of the original purchase of the Lot. Commencement date shall mean that date of issuance of a building permit for the construction of the Home upon such Lot.

All parties to this Declaration acknowledge that it is mutually beneficial to all parties to avoid excessive speculation with respect to acquisition and sale of Lots within the community. Accordingly, the initial buyer of a Lot from the Declarant shall be prohibited from selling any Lot prior to completion of the Home with receipt of a Certificate of Occupancy from the appropriate government entity. This provision cannot affect transfers by operation of law such as foreclosure, inheritance, etc. Should any entity take title to a Lot by operation of law, and there is not a Home yet located on the Lot, the new owner shall be required to complete the Home and receive a certificate of occupancy within the time frame set forth above, i.e. thirty-six (36) months from the transfer from the Declarant to the first buyer/owner.

If the purchaser of a Lot fails to commence construction within twenty-four (24) months from the date of original purchase, the Declarant or the Association shall have the right but not the obligation to repurchase such Lot at the original purchase price paid by the purchaser plus simple interest at the rate of six percent (6%) per annum.

If the purchaser of a Lot commences construction within the twenty-four (24) months from the date of original purchase, but fails to complete construction of the improvements within the thirty-six (36) months from the date of the original purchase of the Lot, the Association, after reasonable notice to the Lot Owner giving an opportunity to the Lot Owner to be heard by the ACC, may remove the structure from HAMMOCK BAY or complete it in a manner deemed proper in the discretion of the ACC. The expense incurred by the Association shall become an Individual Assessment as provided in Article 15.2 E of this Declaration.

The ACC has the right to grant hardship waivers in the event the strict application of the aforementioned timing schedule presents a bona fide hardship.

ARTICLE XVII
RULES & REGULATIONS REGARDING BOAT DOCKS, BULKHEADS, BOATLIFTS, PIERS, AND OTHER RELATED STRUCTURES

17.1 To ensure a prestigious waterfront appearance and to protect and conserve the value and desirability of the Subdivision, the ACC shall establish and adopt rules and regulations for the construction and erection of private boat docks, landings piers, boatlifts, boat elevators, pilings, mooring posts and related improvements, including, without limitation, any fixed, attached or floating structures other than vessels. The ACC may also establish a separate Committee ("**Dock Committee**") to manage the construction and maintenance of such docks. Portions of the Water Bodies, as more particularly described on Exhibit E attached hereto (the "**Dock Easement Area**"), and which are located immediately adjacent to Lots 1 through 46 of the Plat, will be conveyed in fee simple to the Association. The Declarant hereby grants each Owner of a Lot abutting a Water Body, a perpetual non-exclusive easement (each, a "**Dock Easement**"), appurtenant to and for the

benefit of each Lot, to construct, own, maintain, repair and replace a dock within the Dock Easement Area that extends from the side boundary lines of such Owner's Lot. An Owner of any such Lot may not construct a dock within the Dock Easement Area serving an adjoining Lot, or that is not immediately adjacent to the Owner's Lot.

17.2 The Owner of a Lot shall have the right to construct a dock within the Dock Easement Area that extends from the side boundary lines of such Owner's Lot, subject to any permits as required by the applicable governmental authorities, the Community Standards, the Master Plan, and the Rules and Regulations established by the ACC and the Association, as applicable. Any Owner of a Lot that desires to construct a dock in or on any portion of the Dock Easement Area shall prior to commencement of construction submit a written application therefor to the ACC, together with complete construction plans for such dock and such other information relating to such proposal as the ACC shall reasonably request. The construction of any such dock shall comply with the regulations outlined in any federal, state, and local permitting agencies including Army Corps of Engineers and SWFMD and obtain any permits required by such agencies. Nothing in this Article XVII shall be deemed an authorization to construct, or the approval of, any dock, any water fixtures, or any other improvement, fixtures or property associated with a dock, or otherwise, within the Water Bodies. The existence of any dock, or the condition thereof, shall not be deemed a representation or warranty that any such dock will be approved or permitted with respect to the Lot.

17.3 Approval of Applications by Owners of Lots. The Association shall permit any Owner of a Lot abutting a Water Body to construct a dock within the Dock Easement Area immediately adjacent to such Owner's Lot, provided that:

(a) The construction of such dock, and such dock when constructed complies with all applicable federal, state, and local legal requirements.

(b) Each Owner, by acceptance of title to a Lot that is benefitted by the Dock Easement, hereby agrees:

(i) To indemnify, defend and hold harmless the Association and any Builder from and against all claims and liability relating to the Dock Easement granted herein, the construction or use of such dock by any party, any claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a dock, any claims arising out of watercraft or persons running into the dock, seawall, or other property or improvements, and to continuously maintain liability insurance with respect thereto in an amount reasonably satisfactory to the Association which shall name the Association as an additional insured;

(ii) To pay or reimburse the Association for all real estate taxes, if any, assessed to the Association with respect to such dock;

(iii) To continuously maintain said dock in a safe and sound condition in accordance with good engineering practices and in neat appearance and in

accordance with all applicable legal requirements and strictly in accordance with the plans therefor approved by the ACC; and

(iv) To operate said dock only as a recreational, private dock or mooring and not for the generation of income, and to prevent no boats or vessels to be docked or moored at such dock other than those owned by the Owner of the Lot to which such dock is appurtenant.

(c) The location, design and materials with which such dock or mooring is constructed are reasonably satisfactory to the ACC Committee.

(d) Should any Owner of a Lot fail to maintain, repair or replace their dock as required by this Article, after thirty (30) days written notice to said Owner, the Association shall have the right, but not the obligation, to perform such repair or replacement at such Owner's sole cost and expense. All expenses incurred by the Association for such maintenance, repairs or replacement shall be deemed an Individual Assessment against such Owner and may be collected in the same manner as Assessments as provided by this Declaration.

(e) A dock shall constitute an appurtenance to, and shall run with the ownership of the respective Lot. In the event an Owner of a Lot sells, conveys or transfers such Lot, whether voluntarily or by operation of law, then ownership of any existing dock along the rear boundary of such Lot shall automatically be conveyed to the transferee of such Lot.

17.4 Dock Alterations. Material Alterations to docks are not permitted without the prior approval of the ACC. Installation, or attachment of including, but not limited to, boat lifts, boat floats, pilings, and any fixed, attached, or floating structures other than vessels, are considered alterations and require approval by the ACC prior to commencement. A completed, executed original alterations permit application shall be delivered in writing to the Association and the Association's written approval must be obtained prior to commencement of any work. Permit applications for proposed alterations shall include exact specifications, submittals and drawings as the Association may require. All work shall be in conformance to the latest editions of all applicable local state and federal agencies laws, and statutes FDEP Permit requirements, Building Codes, Rules and Regulations as each may apply. Any non-conforming or unpermitted work shall be removed immediately, or the Association may remove the work and charge the Owner for all expenses incurred by the Association including restoration and cost of enforcement of this provision.

17.5 Reservation by Declarant of Exclusive Right to Construct Docks Other Than Docks Adjacent to Lots. Declarant hereby reserves for itself and its successors and assigns the sole, exclusive and perpetual right and easement to construct and maintain docks and moorings in and on water bodies on the Property, and except as specifically provided in Article XVII above, no person or entity other than Declarant (and those persons and entities to whom Declarant may hereinafter expressly and specifically assign in whole or in part Declarant's rights as established by this Article) shall construct or maintain any dock or mooring of any type or nature in or on any portion of the water bodies on the Property. Declarant and assignees of Declarant's rights pursuant to this Article shall not be required to obtain the consent or approval of the Association, the ACC Committee or any other person or entity (other than governmental authorities having jurisdiction)

in order to construct docks and moorings in the Water Bodies within Hammock Bay. No deed, declaration of condominium, dedication or conveyance shall be deemed to transfer or assign any of Declarant's rights pursuant to this Article unless it is expressly and specifically provided therein that Declarant intends to transfer or assign some or all of its rights pursuant to this Article.

ARTICLE XVIII
ENFORCEMENT

The following provisions shall be subject to any limitations in Section 720.305, Florida Statutes (2025), as applicable.

18.1 Right to Cure. Should any Owner do any of the following:

(A) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting **SWFWMD;**

(B) Cause any damage to any improvement or Common Areas or the Facilities;

(C) Impede Declarant, any Builder or Association from exercising its rights or performing its responsibilities hereunder;

(D) Undertake unauthorized improvements or modifications to a Lot, Home, the Common Areas or the Facilities; or

(E) Impede Declarant or any Builder from proceeding with the construction of Homes or completing the development of HAMMOCK BAY, as the case may be;

then Declarant, any affected Builder and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. Subject to any limitations in Section 720.305, Florida Statutes (2025), the cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, trial, and pre-litigation incurred shall be (i) assessed against the Owner as an Individual Assessment if such costs are incurred by the Association, or (ii) promptly paid by the applicable Owner to the Declarant or such Builder (as applicable) immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant or such Builder (as applicable).

18.2 Non-Monetary Defaults. In the event of a violation by any Owner other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

(A) Commence an action to enforce the performance on the part of the Owner

or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief or mandatory injunctive relief; and/or

(B) Commence an action to recover damages; and/or

(C) Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and pre-litigation shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, the Master Plan, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration, the Master Plan, or Community Standards may be enforced by Declarant and/or, where applicable, Owners, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, the Master Plan, or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration, the Master Plan, or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

18.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and Facilities and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

(A) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

(B) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the **"Covenants Enforcement Committee")** appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Covenants Enforcement Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Covenants Enforcement Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Article 18.6(B) do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

(C) The non-compliance shall be presented to the Covenants Enforcement Committee acting as a tribunal, after which the Covenants Enforcement Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Covenants Enforcement Committee from time to time. A written decision of the Covenants Enforcement Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Covenants Enforcement Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

(D) The Covenants Enforcement Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Covenants Enforcement Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine in excess of One Thousand Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

18.7 Abatement; Right of Entry. In addition to (and without any limitation of) the foregoing rights and remedies and any other rights and remedies available at law or in equity, whenever any Lot or portion thereof or improvement thereon is in violation of this Declaration, including without limitation, in the event any improvement which is constructed by or on behalf of an Owner in violation of the Master Plan, the Community Standards, or other Governing Documents, or in the event any portion of a Lot and/or Home has fallen into disrepair and/or has not been maintained as required by the Governing Documents, then in such event, the Association and its agents shall have the right (but not the obligation), to enter upon the Lot where such violation, damage, or destruction exists and summarily abate, remove, or correct the same at the expense of the Owner of such Lot. Any such entry, abatement, removal, restoration, or construction work by the Association shall not be deemed a trespass. Except in the event of an emergency as determined by the Board in its reasonable discretion (which shall not require prior notice), entry

by the Association to conduct any such abatement, removal, restoration, or construction may be made upon three (3) days' prior notice to the respective Owner. All amounts expended by the Association, together with simple interest thereon at the rate of eighteen (18%) per annum, and all costs and reasonable attorneys' and paraprofessionals' fees incurred by the Association, shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein

ARTICLE XIX
ADDITIONAL RIGHTS OF DECLARANT AND BUILDERS

19.1 Sales and Administrative Offices. Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of HAMMOCK BAY and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of HAMMOCK BAY. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of HAMMOCK BAY, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant and/or Builders, as applicable. Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

19.2 Modification. The development and marketing of HAMMOCK BAY will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, the Master Plan, or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of HAMMOCK BAY to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

19.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within HAMMOCK BAY and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market HAMMOCK BAY in advertisements and other media by making reference to HAMMOCK BAY, including, but not limited to, pictures or drawings of HAMMOCK BAY, Common Areas, Parcels and Homes constructed in HAMMOCK BAY. All logos, trademarks, and designs used in connection with HAMMOCK BAY are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

19.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes subject to the prior written approval of the

Declarant.

19.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

19.6 Management. Declarant may manage the Common Areas by contract with Association. Declarant may also contract with a third party **("Manager")** for management of Association and the Common Areas. Each Owner acknowledges that Declarant may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or disclose the amount of such compensation. In addition, the Association may also contract with a Manager for management for the Facilities.

19.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across HAMMOCK BAY so long as any said easements do not materially and adversely interfere with the intended use of Lots previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner as applicable, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

19.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration, the Master Plan, and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy, and pre-litigation. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

19.9 Additional Development. If Declarant withdraws portions of HAMMOCK BAY from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of

this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

19.10 Shared Use Agreement. Declarant hereby discloses to each Owner that Declarant has or intends to enter into a certain Shared Use Agreement with Easements and Use Restrictions (Hammock Bay Apollo Beach), by and between Declarant, **APOLLO BEACH PROPERTY LLC,** a Delaware limited liability company **("AB")**, the Association, and THE MARINA AT HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Shared Use Agreement"), to be recorded in the Public Records of Hillsborough County, Florida. AB is the owner of certain real property located adjacent to HAMMOCK BAY in Hillsborough County, Florida, (the "**AB Property**"). AB intends to develop a residential community upon the AB Property (the "**AB Project**"). Given the proximity of HAMMOCK BAY and the AB Property and in order to provide for the orderly and integrated development of HAMMOCK BAY and AB Property, Declarant and AB entered into the Shared Use Agreement, which shall be recorded on or about even date herewith.

The Shared Use Agreement provides for amongst other things, shared common areas to include but not limited to gated entryway, community roadways, landscaping, hardscapes and sidewalks, shared infrastructure to include but not limited to onsite and offsite retention areas, lift station and other utilities and certain shared expenses as contained in that Joint Development Agreement.

By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent to all the terms and conditions of the Shared Use Agreement and waive any rights it may have with respect thereto.

19.11 Representations. Declarant makes no representations concerning development both within and outside the boundaries of HAMMOCK BAY including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on HAMMOCK BAY or adjacent to or near HAMMOCK BAY, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT NOR ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF HAMMOCK BAY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY

PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

19.13 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF HAMMOCK BAY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF HAMMOCK BAY AND THE VALUE THEREOF;

(A) ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR HILLSBOROUGH COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

(B) THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

(C) EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF HAMMOCK BAY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE OR OTHERWISE. AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

19.14 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in HAMMOCK BAY by any Contractor, Owner or its agents or representatives may be subject to the prior written approval of Declarant. Declarant shall deliver notice to any such Owner of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

19.15 Use Name of "HAMMOCK BAY". No person or entity shall use the name "HAMMOCK BAY," its logo, or any derivative of such name or logo in any printed or promotional

material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of HAMMOCK BAY name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "HAMMOCK BAY" in printed or promotional matter where such term is used solely to specify that particular property is located within HAMMOCK BAY. If a Builder desires to use the "HAMMOCK BAY" name or logo, Builder must first receive the written approval of the Declarant or the Association.

ARTICLE XX
REFUND OF TAXES AND OTHER CHARGES

Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by Association.

ARTICLE XXI
ASSIGNMENT OF POWERS

All or any part of the rights, exemptions, powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Declarant's option, recorded in the Public Records. Except as otherwise provided the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

ARTICLE XXII
AUTHORITY

22.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

22.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

22.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the 7agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such

documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Article may recite that it is made pursuant to this Article. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of HAMMOCK BAY, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to HAMMOCK BAY or any portion(s) thereof.

22.4 Affirmative Obligation of Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Article, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Article include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Article will damage Declarant.

22.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

22.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes, as amended from time to time.

22.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF HAMMOCK BAY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT, BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO HAMMOCK BAY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF HAMMOCK BAY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR

CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO HAMMOCK BAY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON- WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF HAMMOCK BAY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

22.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the **"Title Documents").** Declarant's plan of development for HAMMOCK BAY may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Article may recite that it is made pursuant to this Article. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

22.9 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of HAMMOCK BAY. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

ARTICLE XXIII

SURFACE WATER MANAGEMENT SYSTEM

23.1 Surface Water Management Systems, Lakes and Wet Retention Ponds. The Association shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the HAMMOCK BAY. All SWMS within HAMMOCK BAY which are accepted by or constructed by the Association or the Declarant, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Facilities and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

23.2 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within HAMMOCK BAY a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

23.3 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

23.4 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

23.5 All SWMS and conservation areas, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the Association Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

23.6 Nothing in this Article shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association, and the Declarant, its successors and assigns.

23.7 SWFWMD has the right to take enforcement measures, including a civil action for

injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

23.8 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

23.9 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

23.10 No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD Regulation Department.

23.11 Each property owner within HAMMOCK BAY at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

23.12 Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

23.13 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

23.14 Provision for Budget Expense. In the event HAMMOCK BAY has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Permit.

23.15 Wetland Conservation Areas. Some Lots may abut or contain Wetland Conservation Areas, which are protected under the County Land Development Code (the **"Wetland Conservation Areas").** The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County. Unless authorized in writing by the County, and unless specifically conforming to the Management Plan developed and adopted by the County. Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation

(including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN HAMMOCK BAY; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

23.16 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with HAMMOCK BAY. Activities prohibited within the conservation areas include, but are not limited to, the following:

(A) No structures or construction of any kind may be erected;

(B) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, and draining, contamination, or other development shall be permitted.

(C) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system.

(D) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

(E) Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

(F) Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

(G) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

(H) Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

Notwithstanding anything to the contrary, in no event shall the foregoing limitation in subsections (A) through (H) above prohibit the installation of private boat docks that may be permitted and installed by Owners pursuant and subject to the terms of Sections 17.2 and 17.3 above

23.17 Except for permitted and private boat docks that may be installed by Owners pursuant to and subject to the terms of Sections 17.2 and 17.3 above, no Owner within HAMMOCK BAY may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of HAMMOCK BAY, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the Southwest Florida Water Management District's applicable Office.

23.18 Each Owner within HAMMOCK BAY at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

IMPACT APOLLO BEACH VENTURES, LLC,
a Florida Limited Liability Company

By: _____
Dilip Kanji
Its: Manager

_____
Witness Signature
Name of Witness: MAHESH KANJI

Address of Witness:
4331 SWIFT CIRCLE
VALRICO, FL 33596

_____
Witness Signature
Name of Witness: AMITA KANJI

Address of Witness:
4331 SWIFT CIRCLE
VALRICO, FL 33596

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization, this 23rd day of OCTOBER, 2026, by Dilip Kanji, as Manager of IMPACT APOLLO BEACH VENTURES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC
State of Florida at Large

AHMED SIDAT
Commission # HH 629980
Expires January 20, 2029

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed on the day and year first above written. The Association joins in the execution of this Declaration due to its ownership of a portion of TRACT "A" OF HAMMOCK BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 151, PAGES 131 THROUGH 138, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

Signed, sealed and delivered in
the presence of:

HAMMOCK BAY HOMEOWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation

By: _____
Dilip Kanji
Its: President

(Corporate Seal)

_____
Witness Signature
Name of Witness: NAGESH KANJI

Address of Witness:
4331 SWIFT CIRCLE
VALRICO, FL 33596

_____
Witness Signature
Name of Witness: SACHIN RAMA
Address of Witness:
4427 DEVINSHIRE FIELDS LOOP
PLANT CITY, FL 33567

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization, this 30 day of October, 2026, by Dilip Kanji, as President of HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

HALEY CHRISTINA SACHIN RAMA
Notary Public-State of Florida
Commission # HH 698722
My Commission Expires
October 14, 2029

_____
NOTARY PUBLIC
State of Florida at Large

CONSENT AND JOINDER OF MORTGAGEE

VALLEY NATIONAL BANK, a national banking association ("**Valley**"), the owner and holder of the following instrument, hereinafter collectively referred to as the "**Mortgage**":

1. Mortgage and Security Agreement, dated August 15, 2022, in the original principal amount of $4,659,000.00, recorded August 19, 2022, in Official Records Instrument No. 2022408834, as modified by the Mortgage Modification, Future Advance, and Extension Agreement recorded in Official Records Instrument No. 2025061547, all of the Public Records of Hillsborough County, Florida.

The undersigned joins in the execution of the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAMMOCK BAY for purposes of (i) consenting to the matters therein set forth; and (ii) acknowledging that the covenants, terms, and conditions of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAMMOCK BAY shall be and remain of superior priority to the lien and encumbrance of the Mortgage recorded in the Public Records of Hillsborough County, Florida, as described herein.

VALLEY NATIONAL BANK, a national banking association

By: _____
Name: Jack Douglas
Title: First Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on this 22nd day of October, 2026, by Jack Douglas as 1st V.P. of VALLEY NATIONAL BANK, a national banking association, on behalf of the bank. Such person is ☑ personally known to me or ☐ has produced _____ as identification.

_____
Notary Public

Jeremy Raiford
Print, Type or Stamp Name

My Commission Expires:

JEREMY RAIFORD
MY COMMISSION # HH 827389
EXPIRES: July 24, 2030

EXHIBIT A

Legal Description

ALL LANDS WITHIN HAMMOCK BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 151, PAGES 131 THROUGH 138, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED LAND LYING WITHIN TRACTS "E" AND "F" OF HAMMOCK BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 151, PAGES 131 THROUGH 138, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

TOGETHER WITH:

A portion of Sections 20 and 29, Township 31 South, Range 19 East, Hillsborough County, Florida, and a portion of BISCAYNE CANAL, APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88, of the Public Records of Hillsborough County, Florida, ALL being more particularly described as follows:

COMMENCE at the Southwest corner of TRACT "C", HAMMOCK BAY, as recorded in Plat Book 151, Pages 131-138 of the Public Records of Hillsborough County, Florida; thence N.17°28'05"W., 63.08 feet along the Westerly boundary line of said TRACT "C" to the Northwest corner thereof, said point being on the Southerly boundary line of said BISCAYNE CANAL; thence S.89°28'05"E., 9.00 feet along said Southerly boundary line, said line also being the Northerly boundary line of said TRACT "C", to the POINT OF BEGINNING; thence along the center line of said BISCAYNE CANAL the following three courses and one curve: N.02°32'03"E., 96.83 feet; thence N.01°15'42"W., 173.32 feet; thence N.00°31'55"E., 750.60 feet to the beginning of a curve concave to the Southwest having a radius of 824.44 feet; thence Northwesterly, 614.68 feet along said curve through a central angle of 42°43'05" (chord bears N.20°49'36"W., 600.54 feet) to the Northerly boundary line of said BISCAYNE CANAL; thence N.49°52'35"E., 44.34 feet along said Northerly boundary line to the Westerly boundary line of said HAMMOCK BAY; thence along said Westerly boundary line the following thirty-two (32) courses: S.42°37'02"E., 36.73 feet; thence S.41°05'43"E., 46.18 feet; thence S.34°40'12"E., 54.84 feet; thence S.28°19'28"E., 51.02 feet; thence S.24°26'18"E., 61.34 feet; thence S.23°52'03"E., 62.31 feet; thence S.22°57'03"E., 55.37 feet; thence S.15°08'25"E., 57.43 feet; thence S.11°45'58"E., 59.99 feet; thence S.09°18'18"E., 53.76 feet; thence S.08°00'51"E., 47.53 feet; thence S.04°32'42"E., 21.16 feet; thence S.01°08'24"E., 60.26 feet; thence S.00°12'44"W., 61.83 feet; thence S.00°24'35"W., 59.28 feet; thence S.00°21'53"W., 64.26 feet; thence S.00°22'16"W., 53.57 feet; thence S.00°20'59"W., 65.04 feet; thence S.00°30'11"W., 54.57 feet; thence S.00°53'27"W., 53.00 feet; thence S.00°46'54"W., 55.35 feet; thence S.00°46'27"W., 53.13 feet; thence S.00°38'38"W., 67.45 feet; thence S.00°47'58"W., 58.77 feet; thence S.00°34'33"W., 59.79 feet; thence S.00°58'41"W., 60.69 feet; thence S.02°55'15"W., 55.75 feet; thence S.03°46'25"W., 47.50 feet; thence S.02°24'59"W., 47.03 feet; thence S.03°20'31"E., 54.53 feet; thence S.08°53'31"E., 15.35 feet; thence S.09°35'28"E., 12.65 feet to the Southerly boundary line of said BISCAYNE CANAL and the Northerly boundary line of said TRACT "C"; thence along said Southerly and Northerly boundary lines the following curve and course: Southwesterly, 19.49 feet along arc of a curve concave to the Northwest having a radius of 245.31 feet; through a central angle of 04°33'06" (chord bears S.88°14'09"W., 19.48 feet); thence N.89°28'05"W., 28.50 feet to the POINT OF BEGINNING.

EXHIBIT B

Articles of Incorporation of Association

Electronic Articles of Incorporation For

HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC.

N22000014130
FILED
December 20, 2022
Sec. Of State
tscott

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

1408 N. WESTSHORE BOULEVARD
SUITE 704
TAMPA, FL. 33607

The mailing address of the corporation is:

1408 N. WESTSHORE BOULEVARD
SUITE 704
TAMPA, FL. 33607

Article III

The specific purpose for which this corporation is organized is:

HOMEOWNERS ASSOCIATION

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

GREENBERG NIKOLOFF, P.A.
1964 BAYSHORE BOULEVARD
SUITE A
DUNEDIN, FL. 34698

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: STEPHAN C. NIKOLOFF

N22000014130
FILED
December 20, 2022
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

DILIP KANJI
1408 N. WESTSHORE BOULEVARD
SUITE 704
TAMPA, FLORIDA 33607

Electronic Signature of Incorporator: DILIP KANJI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
DILIP KANJI
1408 N. WESTSHORE BOULEVARD, SUITE 704
TAMPA, FL. 33607

Title: VP
DIPAK SHAH
1408 N. WESTSHORE BOULEVARD, SUITE 704
TAMPA, FL. 33607

Title: SEC
RICK ROBERTS
1408 N. WESTSHORE BOULEVARD, SUITE 704
TAMPA, FL. 33607

Article VIII

The effective date for this corporation shall be:

01/01/2023

EXHIBIT C

By-Laws of Association

BY-LAWS
OF
THE HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.
NAME AND LOCATION

The name of the corporation is HAMMOCK BAY HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located in Florida, and meetings of Members and directors may be held at such places within the state of Florida as may be designated by the Board of Directors from time to time.

ARTICLE II.
DEFINITIONS

All words, phases, names and terms used in these By-Laws, the Declaration and the Articles of Incorporation of the Association shall have the same meaning and be used and defined the same as they are in the Declaration.

ARTICLE III.
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of Members shall be held once each year on a date and time as may be set by the Board of Directors from time to time. The election of Directors shall be held in conjunction with the annual meeting.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the President or by a majority of the Board of Directors, or on written request of Members who are entitled to vote one-third of all the voting interests of the Association. Such request shall state the purpose or purposes of the proposed meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, an agenda, and, in the case of a special meeting, the purpose(s) of the meeting.

(a) Notice of all meetings shall be given at least fourteen (14) days in advance to each Member, either by mailing or hand delivering a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. In lieu of mailing or hand delivering a copy of such notice, notice may be provided electronically, in accordance with the Florida Statutes, to those Members who agree in writing to receive notice in this form.

(b) Delivery of notice pursuant to subsection (a) to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice is given such co-owner and furnished the Secretary with the address to which such notice may be sent or delivered.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the total voting interests of the Association shall constitute a quorum. If a quorum is not present at any meeting or if the need to continue the meeting for any reason

should arise, the Members entitled to vote thereat shall have power to adjourn the meeting to a later date, time, and/or place without notice other than announcement of the later date, time, and place at the meeting prior to adjourning same. If a new record date is fixed for purposes of determining those persons entitled to vote, then notice of the new date, time, and place of the continued meeting shall be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy unless such Member's voting rights have been suspended. All proxies shall be in writing and filed with the Secretary. The proxy shall state the date, time, and place of the meeting for which it was given and must be signed by the authorized voter and dated. The proxy is only valid for the meeting for which it was given and any lawful continuation(s) of that meeting. Proxies shall be revocable by the person who executed same, and the proxy of any owner shall automatically terminate on conveyance by him or her of his or her Lot or ninety (90) days after the date of the meeting for which it was originally given, whichever shall occur first. General proxies may not be used for elections.

Section 6. Voting Members. If a Lot is owned by one person, his or her right to vote shall be established by the record title to the Lot. If a Lot is owned by a corporation or other entity, the officer, agent or employee thereof entitled to cast the vote of the corporation or other entity therefore shall be designated in a certificate for this purpose signed by the President or a Vice President of a corporation or manager or other authorized agent of the entity, and filed with the Secretary of the Association. With regard to a Lot owned by more than one (1) person, any of the joint owners may vote on behalf of such Lot, but in no event shall more than one (1) vote be cast for a particular Lot. When a quorum is present at any meeting, a majority of the votes cast, in person or by proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

(a) Voting by a Trust. If a Lot is owned by a trust, the Association shall have no obligation to review the trust agreement with respect to such trust. The vote for a trust may be cast by the trustee of the trust without further documentation required. If a person other than the trustee of the trust is authorized to cast a vote for the trust, said authorization shall be in writing in the form of a voting certificate in the same form as contemplated for a corporate entity in this section executed by the trustee of the trust.

Section 7. Waiver of Notice. Any Member may waive notice of any annual or special meeting of Members by a writing signed before, at, or after such meeting. Attendance by a Member, or his or her designated proxy, at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting.

ARTICLE IV.
BOARD OF DIRECTORS
TERM OF OFFICE; REMOVAL; AND COMPENSATION

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors of not less than three (3) and not more than (5) Directors who need not be Members of the Association. Prior to turnover, once fifty percent (50%) of the Lots are owned by an owner other than the Developer, the non-developer Owners shall be entitled to elect one (1) member of the Board of Directors.

Section 2. Term of Office. Directors shall serve one (1) year terms.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the total voting interests of the Association and his or her replacement shall be elected or appointed pursuant to Section 720.303(10) of the Florida Statutes and rules adopted by the Division governing recall and the filling of vacancies caused by recall, as same may be amended from time to time.

Section 4. Filling Vacancies. In the event of death, resignation, or removal of a Director, other than by recall, his or her successor shall be selected by the remaining members of the Board of Directors, even if less than a quorum or a single Director, and he or she shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Ineligibility to Serve. Any Member who is more than ninety (90) days delinquent in the payment of assessment of any kind, as well as any person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such individual's civil rights have been restored for at least five years as of the date on which such person seeks election, shall not be eligible to serve on the Board of Directors and if currently serving on the Board, shall be removed from the Board of Directors by operation of law. No vote of the Board of Directors shall be required for the seat to be deemed vacant. The Board of Directors may fill the vacancy caused thereby.

ARTICLE V.
ELECTION OF BOARD OF DIRECTORS

Section 1. Election Procedure. Elections shall be held in conjunction with the Annual Meeting. Members must nominate themselves in advance of the meeting by submitting a Candidate Intent Form to the Association. Each Member may cast as many votes as the Member has pursuant to the Governing Documents for each seat to be filled. There shall be no cumulative voting. If the number of candidates is equal to or less than the number of seats available, no election shall be required. If an election is required, voting may be done by proxy or a ballot, as determined by the Association. Ballots may be mailed in prior to the election for those members that cannot attend the election in person. The candidates receiving the highest number of votes shall be elected. In the event of a tie, if the candidates cannot agree on who will take the seat, a runoff election shall be conducted in accordance with F.A.C. 62B-23.0021.

ARTICLE VI.
BOARD OF DIRECTORS MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held with forty-eight (48) hours posted notice (except in the event of an emergency), at such place, date and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for the meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director and no less than forty-eight (48) hours posted notice, except in the event of an emergency. Written notice of any meeting at which an assessment will be levied or rules and regulations affecting Lot

use will be adopted shall include a statement that assessments will be considered and the nature of the assessments or that rules and regulations affecting Lot use will be considered and shall be mailed, delivered, or electronically transmitted to the members at their addresses as they appear in the membership roll book and posted at least fourteen (14) days before the meeting. Electronic notice may only be given in lieu of mailed or delivered notice where the member has consented in writing to receiving electronic notice.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting for which a quorum is present shall constitute the act or decision of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum is present. Directors may attend by phone or other virtual means.

Section 4. Open to Members. All board meetings shall be open to the members, with the exception of meetings between the Board and an attorney representing the Association to discuss proposed or pending litigation or board meetings held to discuss personnel matters, either of which may be closed to the members.

ARTICLE VII.
GENERAL TO BOARD MEETINGS AND MEMBERSHIP MEETINGS

The Board of Directors may make such rules and regulations, as deemed advisable in the sole and absolute discretion of the Board of Directors, to govern the conduct of Board of Director and membership meetings, including but not limited to the videotaping of meetings and speaking at meetings.

Section 1. Taping of Meetings. Any member of the Association may audio or video record any regularly scheduled meeting of the Board of Directors. If equipment set-up is necessary, such notice must be provided to the President of the Board of Directors at least twenty-four (24) hours in advance of the meeting. Set-up of all equipment must occur at least one-half hour prior to the beginning of said meeting. Members must announce that they are recording the meeting once the meeting is called to order. The Board of Directors and the Property Manager are the only persons permitted to be seen on camera. Video and audio taping may occur as long as there is no interruption to the meeting. No taping of meetings may be broadcast in any form at any time, including on social media, website, any internet platform, etc.

Section 2. Members Speaking at Meetings. A member of the Association may speak at a Board meeting or membership meeting regarding any item on the agenda for a total of no more than three minutes.

ARTICLE VIII.
BOARD OF DIRECTORS POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the authority to exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

(a) To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties;

(b) To purchase the necessary equipment required in the maintenance, care and

preservation referred to above;

(c) Adopt and publish rules and regulations governing the use of the Common Areas and facilities and the individual Lots including the personal conduct of the members and their guests thereon; and to establish remedies for infractions of such rules and regulations.

(d) Suspend the voting rights of any member who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association. Any voting interest which has been suspended by the Association shall not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve any action under Florida law or the Declaration, the Articles of Incorporation, or these Bylaws. Any action to suspend voting rights shall be taken at a duly noticed board meeting and the member shall be notified in writing of the suspension of his or her voting rights. The suspension ends upon full payment of all obligations currently due or overdue to the association;

(e) To levy a fine upon an owner for failure of the owner or the owner's family member, tenant, guest, invitee, or employee, to comply with any provisions of the Declaration, Articles of Incorporation, Bylaws, or reasonable rules and regulations of the Association, in accordance with Florida Statute.

(f) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

(g) To employ a manager, independent contractors, legal counsel, accountants, and such other employees or independent contractors as they may deem necessary, and to prescribe their duties;

(h) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

(i) To exercise any other power not enumerated prescribed to a Florida corporation not-for-profit under Ch. 617, Florida Statutes, as same may be amended from time to time.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-third of the voting interests;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

i.) Fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period;

ii.) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

iii.) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand to any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate, and in accordance with statutory requirements; and

(g) Cause the Common Areas to be maintained.

ARTICLE IX.
OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, following each annual meeting of members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and shall serve at the pleasure of the Board.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person may simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause financial reporting to be prepared at the completion of each fiscal year to comply with Florida Statute; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

(e) Any of the above duties may be delegated to another individual by action of the Board of Directors.

ARTICLE X.
COMMITTEES

The Board of Directors may appoint such committees as it may deem appropriate in the performance of its duties. There shall be no standing committees, and all committee members shall serve at the pleasure of the Board of Directors. No committee member shall serve for a specified term, nor shall any cause be required to remove any committee member from a committee by a majority vote of a quorum of the Board of Directors.

ARTICLE XI.
ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within five (5) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law from time to time, which is currently eighteen percent (18%) per annum, plus an administrative late fee as may be determined by the Board of Directors from time to time, but not to exceed the maximum allowed by law from time to time, which is currently the greater of $25.00 or 5% of the installment due, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, administrative late fees, and reasonable attorneys' fees and costs of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or abandonment of his or her Lot. The Board of Directors has specific authority to waive interest, administrative late fees, or attorneys' fees and costs for good cause in the Board's sole and absolute discretion.

Section 2. Collection of Rent. If a Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the future monetary obligations related to the Lot, including but not limited to the rent, pursuant to the terms and conditions of Section 720.3085, Florida Statutes, as amended from time to time.

(a) The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy of the Lot.

(b) The Association may sue for eviction as if the Association were a landlord under Part II of Chapter 83, Florida Statutes if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83.

(c) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

ARTICLE XII.
BOOKS AND RECORDS; INSPECTION.

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business hours within ten (10) business days of receipt of a written request to review same. The Declaration, Articles of Incorporation, Bylaws, and any rules and regulations of the Association shall be available for inspection by any member at the principal office of the Association or such other location as the Board of Directors may determine from time to time, where copies shall be made available for sale at a reasonable price. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying as may be allowed by Florida Statute Section 720.303(5) as same may be amended from time to time. To the extent that any records are stored electronically, a request to inspect records may be complied with by referring the requesting party to the location where they are available electronically.

ARTICLE XIII.
FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded or insured in such amount as may be required by statute. The premiums on such bonds or insurance shall be paid by the Association. The bond or insurance shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall

determine, in its sole discretion, the amount of the bond or insurance and who is to be bonded or insured, if any, among its employees.

ARTICLE XIV.
NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association or, for those persons who have consented to receiving electronic notice, by electronic transmission. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

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

Section 3. Address. The address for notice to the Association is the address listed as the mailing address for the Association with the State of Florida, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE XV.
AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of members, by the affirmative vote of a majority of the voting interest, present, in person or by proxy, and voting at a duly called meeting of the members called for such purpose.

ARTICLE XVI.
CONFLICTS

In the case of any conflict between the Declaration, the Articles of Incorporation, these Bylaws, or any rules and regulations, including but not limited to any architectural or landscaping guidelines which cannot be reconciled; the Declaration shall control over the Articles, these Bylaws, and any rules and regulations, including but not limited to any architectural or landscaping guidelines; the Articles shall control over these Bylaws and any rules and regulations, including but not limited to any architectural or landscaping guidelines; and these Bylaws shall control over any rules and regulations, including but not limited to any architectural or landscaping guidelines. In the event of a conflict between the governing documents of the Association recited herein and the Florida Statutes, the Florida Statutes shall control on any procedural matter.

ARTICLE XVII.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer for the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a Director or Officer of the Association. This indemnification shall apply whether or not he is a Director or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Director of Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director of Officer may be entitled. The Board of Directors of the Association shall have the power to purchase and maintain insurance to cover such indemnification.

END OF BY-LAWS

EXHIBIT D

SWFWMD Permits

Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

September 05, 2025

Impact Apollo Beach Ventures, LLC
Attn: Dilip Kanji
1408 N West Shore Blvd, Ste 704
Tampa, FL 33607

Apollo Beach Property, LLC
Attn: Brandon Hall
750 E Main St. Ste 820
Stamford, CT 06902

Subject: **Notice of Intended Agency Action - Approval**
ERP Individual Construction

Project Name:	Hammock Bay
App ID/Permit No:	903695 / 43018838.062
County:	Hillsborough
Sec/Twp/Rge:	S20/T31S/R19E, S29/T31S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Jon Patrick, P.E.
Todd C. Amaden, P.E., Landmark Engineering & Surveying Corporation

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Sec/Twp/Rge:	S20/T31S/R19E, S29/T31S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
As-Built Certification and Request for Conversion to Operation Phase
Notice of Authorization to Commence Construction
Notice of Rights

cc: Jon Patrick, P.E.
Todd C. Amaden, P.E., Landmark Engineering & Surveying Corporation

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43018838.062

EXPIRATION DATE: **September 05, 2030** **PERMIT ISSUE DATE:** **September 05, 2025**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Hammock Bay
GRANTED TO:	Impact Apollo Beach Ventures, LLC Attn: Dilip Kanji 1408 N West Shore Blvd, Ste 704 Tampa, FL 33607
OTHER PERMITTEES:	Apollo Beach Property, LLC Attn: Brandon Hall 750 E Main St. Ste 820 Stamford, CT 06902

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 21.58-acre residential subdivision project as named above and as shown on the approved construction drawings. The proposed activities include the construction of 47 residential lots, internal roadways, and associated infrastructure. One new wet detention with effluent filtration pond will provide treatment and attenuation for runoff from the site. The project is located at the end of Golf and Sea Boulevard, in Hillsborough County. Additional information regarding the stormwater management system, floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for this project.

Information regarding the wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY:	Hammock Bay Homeowners Association, Inc.
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Hillsborough
SEC/TWP/RGE:	S20/T31S/R19E, S29/T31S/R19E

TOTAL ACRES OWNED OR UNDER CONTROL:	21.58
PROJECT SIZE:	21.58 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	September 30, 2024
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	1.03	EFFLUENT FILTRATION
	Total: **1.03**	

Water Quantity/Quality Comment:

The proposed pond provides treatment for runoff from the site via effluent filtration with wet detention. The project discharges to Tampa Bay. Tampa Bay is designated as a Category 4b water body and does not meet water quality standards; therefore, net improvement is required. Water quality certification is waived as a condition of this permit. The Engineer-of-Record has demonstrated the stormwater system provides net improvement by the combination of wet detention and effluent filtration with specialized media used in Pond 1.

Attenuation is not required due to discharge to unrestricted tidal waters. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comment:

The onsite floodplain is due to tidal surge, for which floodplain compensation is not required. The project proposes no fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW E	0.34	0.00	0.34	0.00	0.00	0.00
Total:	**0.34**	**0.00**	**0.34**	**0.00**	**0.00**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:
Wetlands are not located within the project area for this permit modification; however, there are 0.34 acre of other surface waters, consisting of 0.34 acre of upland cut ponds (FLUCCS 534), located within the project area. Permanent dredging and/or filling impacts to 0.34 acre of the project surface waters will occur for construction of a stormwater pond.

Mitigation Information
Mitigation Comments:
Wetland mitigation is not required for permanent dredging and/or filling impacts to the upland cut pond pursuant to Subsection 10.2.2.2 of the Applicant's Handbook Volume I. Under this Subsection, wetland mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acres in area and do not provide significant habitat for threatened or endangered species.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.

3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.

4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
   a. homeowners, property owners, master association or condominium association articles of incorporation, and

   b. declaration of protective covenants, deed restrictions or declaration of condominium

   The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

5. The following language shall be included as part of the deed restrictions for each lot:

   "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."

6. The Permittee's design professional shall certify that the installation of the filtration treatment system, including the specified Bold & Gold filter media, has been conducted in accordance with the permitted plans. The Permittee shall also notify the District Service Office that services this permit, at least 48 hours prior to commencement of construction of the effluent filtration system, so that District staff may observe this construction activity

7. For wet detention ponds equipped with specialized filter treatment systems, the required treatment volume shall recover within 36 hours after a rainfall event. If the system fails to recover its required treatment volume within 36 hours on a regular basis, this situation shall be deemed to be a violation of this permit.

8. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

   a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

   b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

   c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be

properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida and to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2 by 11 " explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

9. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.

10. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.

11. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.

12. The Permitted Plan Set for this project includes the set received by the District on June 10, 2025.

13. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing effluent filtration with wet detention the inspections shall be performed 24 months after operation is authorized and every 24 months thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

14. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

15. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for

regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

16. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

17. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

18. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

19. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

20. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

21. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

22. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

23. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

24. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, July 2013)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Division of Environmental Assessment and Restoration, Tallahassee, Florida, October 2018)*, which are both incorporated by reference in subparagraph 62-330.350(1)(c), F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(**1**) is not required.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

2. For all other activities - As-Built drawings with "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early

colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Hammock Bay
PROJECT NAME

Residential
PROJECT TYPE

Hillsborough
COUNTY

S20/T31S/R19E, S29/T31S/R19E
SEC(S)/TWP(S)/RGE(S)

Impact Apollo Beach Ventures, LLC
PERMITTEE See permit for additional permittees

APPLICATION ID/PERMIT NO: 903695 / 43018838.062
DATE ISSUED: September 05, 2025

David Kramer, P.E.
Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9788. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

EXHIBIT E

Dock Easement Area

(follows)

EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)

LEGAL DESCRIPTION: (DOCK EASEMENT AREA)

Tract "D", HAMMOCK BAY, as recorded in Plat Book 151, Pages 131-138, of the Public Records of Hillsborough County, Florida.

TOGETHER WITH the following:

A portion of Sections 20 and 29, Township 31 South, Range 19 East, Hillsborough County, Florida, and a portion of BISCAYNE CANAL, APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88, of the Public Records of Hillsborough County, Florida, ALL being more particularly described as follows:

COMMENCE at the Southwest corner of TRACT "C", HAMMOCK BAY, as recorded in Plat Book 151, Pages 131-138 of the Public Records of Hillsborough County, Florida; thence N.17°28'05"W., 63.08 feet along the Westerly boundary line of said TRACT "C" to the Northwest corner thereof, said point being on the Southerly boundary line of said BISCAYNE CANAL; thence S.89°28'05"E., 9.00 feet along said Southerly boundary line, said line also being the Northerly boundary line of said TRACT "C", to the POINT OF BEGINNING; thence along the center line of said BISCAYNE CANAL the following three courses and one curve: N.02°32'03"E., 96.83 feet; thence N.01°15'42"W., 173.32 feet; thence N.00°31'55"E., 750.60 feet to the beginning of a curve concave to the Southwest having a radius of 824.44 feet; thence Northwesterly, 614.68 feet along said curve through a central angle of 42°43'05" (chord bears N.20°49'36"W., 600.54 feet) to the Northerly boundary line of said BISCAYNE CANAL; thence N.49°52'35"E., 44.34 feet along said Northerly boundary line to the Westerly boundary line of said HAMMOCK BAY; thence along said Westerly boundary line the following thirty-two (32) courses: S.42°37'02"E., 36.73 feet; thence S.41°05'43"E., 46.18 feet; thence S.34°40'12"E., 54.84 feet; thence S.28°19'28"E., 51.02 feet; thence S.24°26'18"E., 61.34 feet; thence S.23°52'03"E., 62.31 feet; thence S.22°57'03"E., 55.37 feet; thence S.15°08'25"E., 57.43 feet; thence S.11°45'58"E., 59.99 feet; thence S.09°18'18"E., 53.76 feet; thence S.08°00'51"E., 47.53 feet; thence S.04°32'42"E., 21.16 feet; thence S.01°08'24"E., 60.26 feet; thence S.00°12'44"W., 61.83 feet; thence S.00°24'35"W., 59.28 feet; thence S.00°21'53"W., 64.26 feet; thence S.00°22'16"W., 53.57 feet; thence S.00°20'59"W., 65.04 feet; thence S.00°30'11"W., 54.57 feet; thence S.00°53'27"W., 53.00 feet; thence S.00°46'54"W., 55.35 feet; thence S.00°46'27"W., 53.13 feet; thence S.00°38'38"W., 67.45 feet; thence S.00°47'58"W., 58.77 feet; thence S.00°34'33"W., 59.79 feet; thence S.00°58'41"W., 60.69 feet; thence S.02°55'15"W., 55.75 feet; thence S.03°46'25"W., 47.50 feet; thence S.02°24'59"W., 47.03 feet; thence S.03°20'31"E., 54.53 feet; thence S.08°53'31"E., 15.35 feet; thence S.09°35'28"E., 12.65 feet to the Southerly boundary line of said BISCAYNE CANAL and the Northerly boundary line of said TRACT "C"; thence along said Southerly and Northerly boundary lines the following curve and course: Southwesterly, 19.49 feet along arc of a curve concave to the Northwest having a radius of 245.31 feet; through a central angle of 04°33'06" (chord bears S.88°14'09"W., 19.48 feet); thence N.89°28'05"W., 28.50 feet to the POINT OF BEGINNING.

ALL containing 398,629.51 Square Feet (9.15 Acres), more or less.

NOTES:

1. No underground installation or improvements have been located except those shown hereon.
2. LANDMARK ENGINEERING & SURVEYING CORPORATION'S Certificate of Authorization Number to provide surveying is LB3913.
3. This drawing not valid without the original signature and seal of a Florida Registered Surveyor & Mapper.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK
PG'S = PAGES
(P) = PLAT
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
ORINS. NO. = OFFICIAL RECORDS INSTRUMENT NUMBER

Information is not complete without the accompanying sketch.

SHEET 1 OF 6

NOTE:
SEE SHEETS 2 THROUGH 6 FOR SKETCHES.

REVISIONS

Description	Date	Dwn.	Ck'd	Order No.
Rev. Per Attorney's Comments	8-17-26	MAC		2210077
Revised Boundary Line	9-29-26	MAC		2210077
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

Drawn: MAC | Checked: | Client No: 2034

Original No.: 2210077 | Current No.: 2210077

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code in effect on the Drawing Date shown.

Digitally signed by: Scott R Fowler
Date: 2026.10.23 17:09:32 -04'00'

SCOTT R. FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO. 5185
DATE OF SIGNATURE

Drawing Date: 8-05-2026

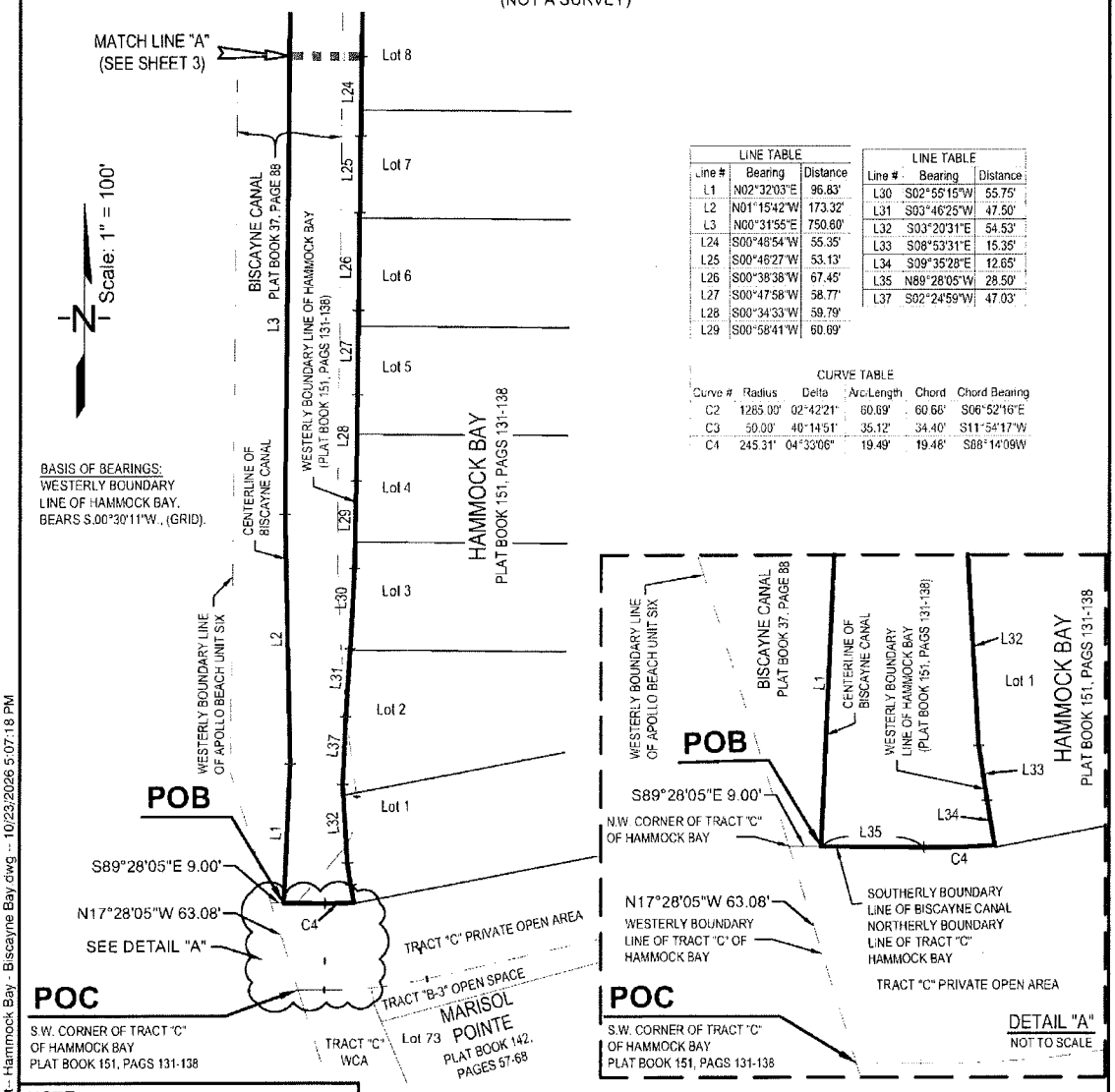
LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lesc.com | L.B. # 3913

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EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)



LINE TABLE		
Line #	Bearing	Distance
L1	N02°32'03"E	96.83'
L2	N01°15'42"W	173.32'
L3	N00°31'55"E	750.60'
L24	S00°48'54"W	55.35'
L25	S00°46'27"W	53.13'
L26	S00°38'38"W	67.45'
L27	S00°47'58"W	58.77'
L28	S00°34'33"W	59.79'
L29	S00°58'41"W	60.69'

LINE TABLE		
Line #	Bearing	Distance
L30	S02°55'15"W	55.75'
L31	S03°46'25"W	47.50'
L32	S03°20'31"E	54.53'
L33	S08°53'31"E	15.35'
L34	S09°35'28"E	12.65'
L35	N89°28'05"W	28.50'
L37	S02°24'59"W	47.03'

CURVE TABLE					
Curve #	Radius	Delta	Arc Length	Chord	Chord Bearing
C2	1285.00'	02°42'21"	60.69'	60.66'	S06°52'16"E
C3	50.00'	40°14'51"	35.12'	34.40'	S11°54'17"W
C4	245.31'	04°33'06"	19.49'	19.48'	S88°14'09W

NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

SHEET 2 OF 6

Job No.: 2210077

SURVEYORS CERTIFICATE

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Date: 2026.10.23 17:09:47 -04'00'

SCOTT R. FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO. 5185
DATE OF SIGNATURE

Drawing Date: 8-05-2026

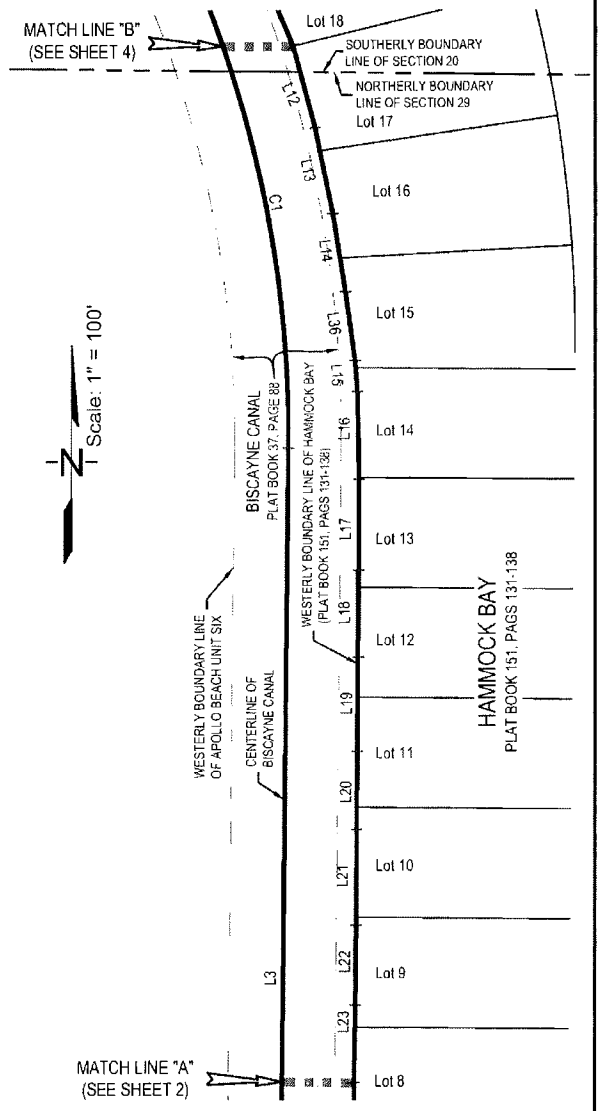
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EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)



LINE TABLE		
Line #	Bearing	Distance
L3	N00°31'55"E	750.60'
L12	S15°08'25"E	57.43'
L13	S11°45'58"E	59.99'
L14	S09°18'18"E	53.76'
L15	S04°32'42"E	21.16'
L16	S01°08'24"E	60.26'
L17	S00°12'44"W	61.83'

LINE TABLE		
Line #	Bearing	Distance
L18	S00°24'35"W	59.28'
L19	S00°21'53"W	64.26'
L20	S00°22'16"W	53.57'
L21	S00°20'59"W	65.04'
L22	S00°30'11"W	54.57'
L23	S00°53'27"W	53.00'
L36	S08°00'51"E	47.53'

CURVE TABLE					
Curve #	Radius	Delta	Arc Length	Chord	Chord Bearing
C1	824.44'	42°43'05"	614.66'	600.54'	N20°49'36"W

NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

SHEET 3 OF 6

Job No.: 2210077

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Drawing Date: 8-05-2026

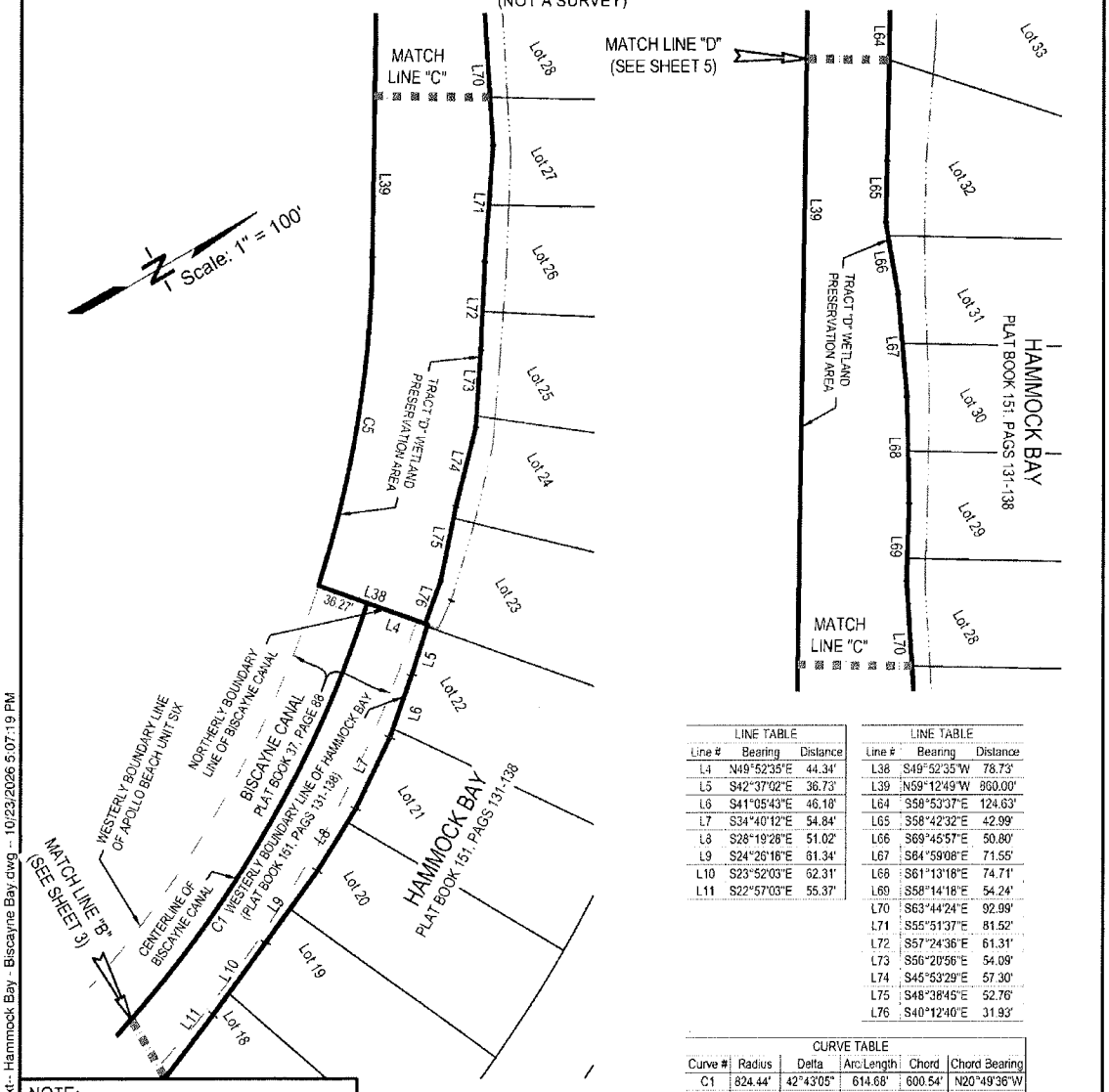
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EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)



LINE TABLE		
Line #	Bearing	Distance
L4	N49°52'35"E	44.34'
L5	S42°37'02"E	36.73'
L6	S41°05'43"E	46.18'
L7	S34°40'12"E	54.84'
L8	S26°19'26"E	51.02'
L9	S24°26'16"E	61.34'
L10	S23°52'03"E	62.31'
L11	S22°57'03"E	55.37'

LINE TABLE		
Line #	Bearing	Distance
L38	S49°52'35"W	78.73'
L39	N59°12'49"W	860.00'
L64	S58°53'37"E	124.63'
L65	S58°42'32"E	42.99'
L66	S69°45'57"E	50.80'
L67	S64°59'08"E	71.55'
L68	S61°13'18"E	74.71'
L69	S58°14'18"E	54.24'
L70	S63°44'24"E	92.99'
L71	S55°51'37"E	81.52'
L72	S57°24'36"E	61.31'
L73	S56°20'56"E	54.09'
L74	S45°53'29"E	57.30'
L75	S48°38'45"E	52.76'
L76	S40°12'40"E	31.93'

CURVE TABLE					
Curve #	Radius	Delta	Arc Length	Chord	Chord Bearing
C1	824.44'	42°43'05"	614.68'	600.54'	N20°49'36"W
C5	788.20'	16°55'59"	232.94'	232.10'	N50°44'49"W

NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

SHEET 4 OF 6

Job No.: 2210077

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SCOTT R. FOWLER
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DATE OF SIGNATURE

Drawing Date: 8-05-2026

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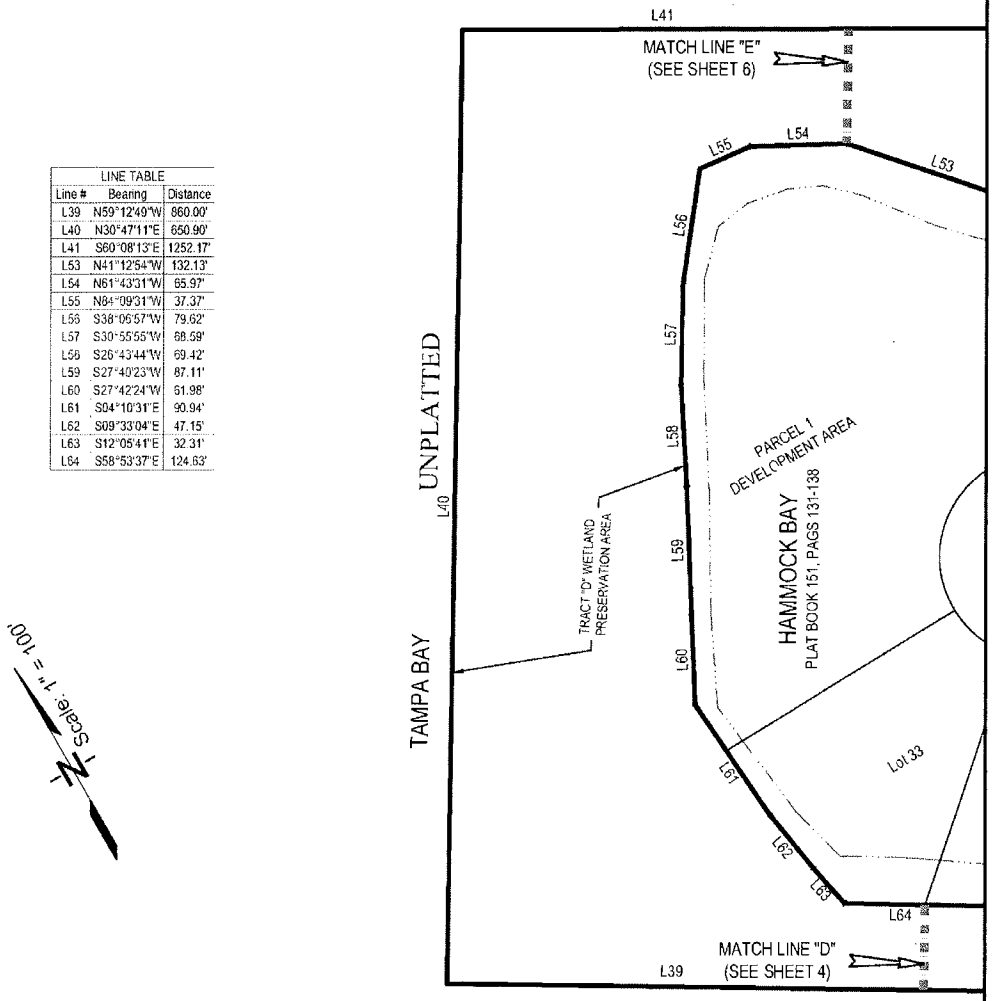
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EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)

LINE TABLE		
Line #	Bearing	Distance
L39	N59°12'40"W	860.00'
L40	N30°47'11"E	650.90'
L41	S60°08'13"E	1252.17'
L53	N41°12'54"W	132.13'
L54	N61°43'31"W	65.97'
L55	N84°09'31"W	37.37'
L56	S38°06'57"W	79.62'
L57	S30°55'55"W	68.59'
L58	S26°43'44"W	69.42'
L59	S27°40'23"W	87.11'
L60	S27°42'24"W	61.98'
L61	S04°10'31"E	90.94'
L62	S09°33'04"E	47.15'
L63	S12°05'41"E	32.31'
L64	S58°53'37"E	124.63'



NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

SHEET 5 OF 6

Job No.: 2210077

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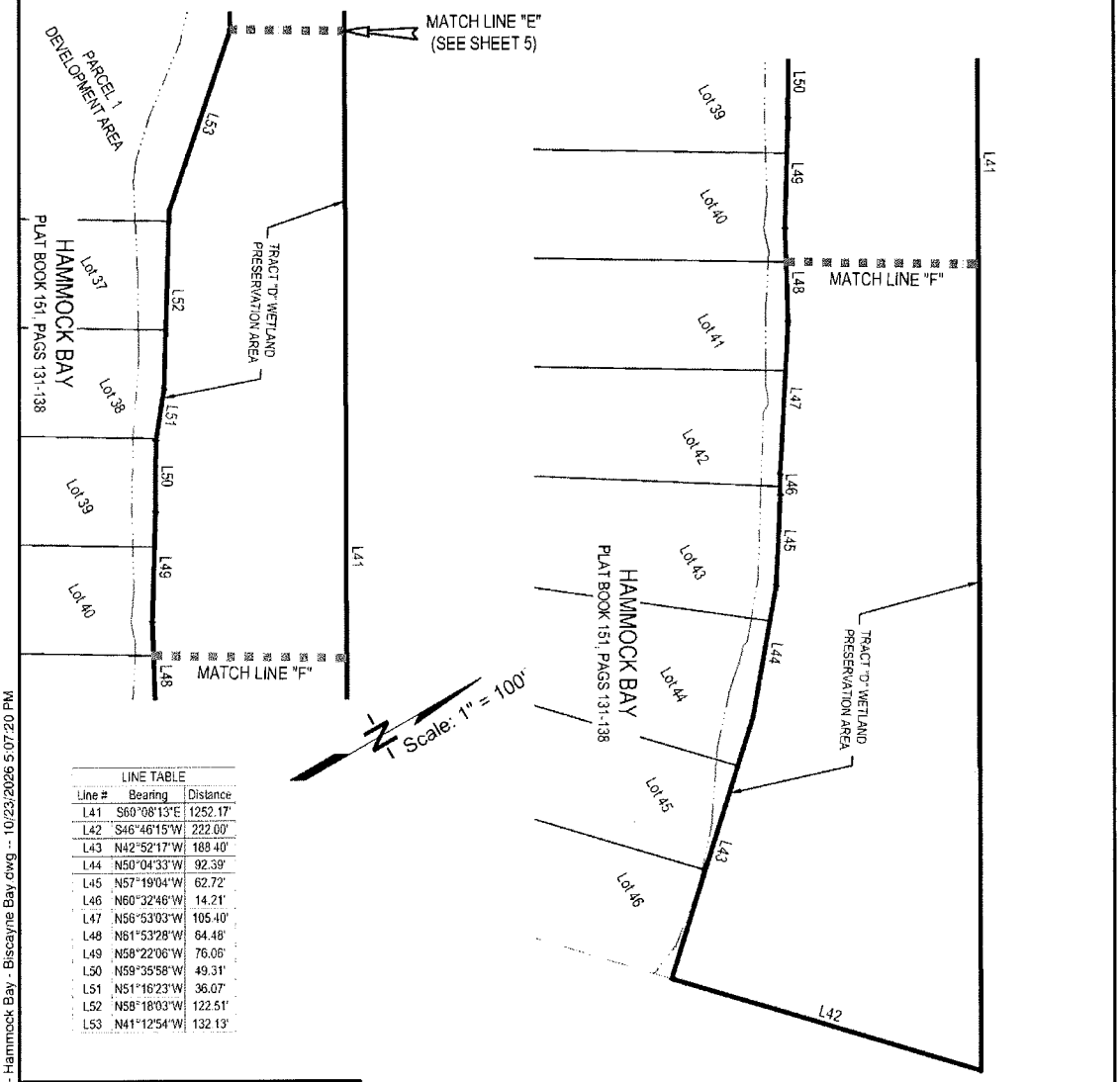
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EXHIBIT E

DESCRIPTION SKETCH

(NOT A SURVEY)



LINE TABLE		
Line #	Bearing	Distance
L41	S60°08'13"E	1252.17'
L42	S46°46'15"W	222.00'
L43	N42°52'17"W	188.40'
L44	N50°04'33"W	92.39'
L45	N57°19'04"W	62.72'
L46	N60°32'46"W	14.21'
L47	N56°53'03"W	105.40'
L48	N61°53'28"W	64.48'
L49	N58°22'06"W	76.06'
L50	N59°35'58"W	49.31'
L51	N51°16'23"W	36.07'
L52	N58°18'03"W	122.51'
L53	N41°12'54"W	132.13'

NOTE:
SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Add PB and PG	10-20-26	MAC		2210077
Added Tract "D"	10-23-26	MAC		2210077

SHEET 6 OF 6

Job No.: 2210077

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Scott R Fowler
Date: 2026.10.23
17:10:51 -04'00'

SCOTT R. FOWLER
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Drawing Date: 8-05-2026

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