

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

HAMMOCK LAKE ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, A & H Investment Grup, LLC, being the owner of all property subject to the plat of HAMMOCK LAKE ESTATES, as recorded in Map Book 52, pages ¹³¹⁻¹³², of the Public Records of Volusia County, Florida, makes the following declaration of restrictions covering the real property included in the referenced plat. The restrictions hereunder shall constitute a covenant running with the land, shall be binding upon the undersigned and upon all persons dereigning title though the undersigned and shall inure to the benefit of and be a limitation upon all present and future owners of the real property. "Developer" or "Builder" as used in this instrument shall mean and refer to A & H Investment Group, LLC, its successors or assigns.

1. USE RESTRICTIONS:

1.1 Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories and/or three levels in height with a private garage for not less than two cars. Notwithstanding the foregoing, tri-level single-family dwellings are acceptable.

1.2 Other Structures - Use. No trailer, tent, shack, garage utility building, barn or other outbuilding, portable or otherwise, shall be used or placed on any lot at any time as a residence, either temporarily or permanently, and no

structure of a temporary character shall be permitted except during phases of construction as permitted by the Architectural Control Committee.

1.3 Offensive Activities. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done on it or within the subdivision that may be or may become an annoyance or nuisance to the neighborhood.

1.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are leashed or caged when off the owner's premises.

1.5 Dumping; Incinerators. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

1.6 Nuisances. There shall not be maintained any device or thing of any sort whose normal activities or existence is in any reasonable way noxious, dangerous, noisy, unsightly, unpleasant, or of a nature as may reasonably diminish or destroy the enjoyment of other property in the subdivision by the owners thereof.

1.7 Vehicles, boats, etc. No inoperative cars, trucks, trailers, boats or other types of vehicles or vessels shall be allowed to remain on or adjacent to any lot for a period in excess of 48 hours; provided, however, that this provision shall not apply to any such vehicle or vessel being kept in an enclosed garage. There shall be no major repair performed on or construction of any motor vehicle or vessel on or adjacent to any lot in the subdivision.

1.8 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three square feet advertising

the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

1.9 Surface Water or Stormwater Management System. The Homeowners Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Homeowners Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

II. CONSTRUCTION RESTRICTIONS:

2.1 Square Footage of Dwelling. No single-family dwelling shall have less than 1800 square feet of living area, exclusive of patios, porches and garages. All dwellings are to be constructed of brick, wood, stone, concrete block with stucco or other materials as approved by the Architectural Control Committee created by virtue of Section III of this instrument.

2.2 Lot Size, Setbacks, etc. No dwelling shall be constructed on a lot having an area of less than 10,000 square feet, and such lot shall be not less than 85 feet in width at the front building setback line. Notwithstanding those provisions as to minimum area and width of the lot, a dwelling may be constructed on any one entire lot shown on the recorded plat. No dwelling shall be erected nearer than 30 feet to the front lot line and the rear setback line shall not be less than 25 feet from the rear lot line. No dwelling shall be erected nearer than 10 feet to any side lot line except on a corner lot, where side corner setbacks are 30 feet and a minimum of 30 feet front setback facing a street or road. The foregoing

side lot line restrictions shall apply only to the extreme or reconstituted side lot lines in case of a resubdivided parcel consisting of more than one lot or when a dwelling is constructed on two or more lots.

2.3 Intersections. No fence, wall, hedge or shrub planting that obstructs sight lines at the intersection of any street, drive or alley pavement shall be permitted on any lot.

2.4 Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No chain link fence shall be erected higher than four (4) feet.

2.5 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Provided, however, that the developer reserves to itself, its successors and its assigns, the right to grant without liability new utility or drainage easements or modify existing utility or drainage easements from time to time on property still owned by it, its successors or assigns at the time of the grant or modification. Within any easement, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. Failure of the HAMMOCK LAKE ESTATES Homeowners Association or the beneficiary of the easement grant to cause or direct removal of a structure, planting or other material in the easement area shall not be deemed a waiver of any right by the developer, association or the beneficiary. In the event a planting, structure or other material is placed or permitted to remain in an easement area, the developer, the homeowners' association or the beneficiary of the easement shall be permitted without liability to remove the planting, structure or other material placed or permitted to remain in the easement area. For

purposes of this paragraph, beneficiary shall mean the party or entity to whom the easement is granted or the successors or assigns of the party or entity to whom the easement is granted. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority, company, or the homeowners' association is responsible.

2.5.1 Specific Easements. The Drainage Retention Common Area, as indicated on the recorded plat, consisting of a drainage retention area and access way, have been dedicated to the HAMMOCK LAKE ESTATES Homeowners' Association, Inc. which is solely responsible for maintenance, operation, repair or reconstruction of the facilities and improvements located in or on said tract, and no owner or other person shall obstruct, alter or in any way disturb improvements of natural or planted vegetation within said parcels. Further, it shall not be permissible to erect any temporary or permanent structure within, or remove plant material from, said parcel.

2.7 Aerials. No tower or transmitting or receiving aerial, or any aerials or antennas whatsoever, shall be placed or maintained upon any lot or any building or structure except the normal antennas used for radio and television.

2.8 Screening of Pumps, Trash Cans, etc. from View. All exterior pumps, motors, air condition compressors, storage tanks, and other mechanical features and all trash and garbage cans shall be screened from view either by a decorative structure or landscaping materials approved by the Architectural Control Committee. The decorative structure or landscaping materials shall be no less than 36 inches in height.

III. ARCHITECTURAL CONTROL COMMITTEE:

3.1 Submission of Plans. No construction of, addition to or modification of any building, pool, fence, wall or any other structure of any type whatever shall be commenced, erected, placed, added to or altered on any lot until the construction plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing by the Architectural Control Committee ("Committee") as to quality or workmanship and materials (including but not limited to paint, color and materials) and harmony of external design and location with respect to existing structures, topography and finished grade elevation. The Committee is defined for all purposes hereunder as the original members of the Committee, their successors in office, a designated representative of the Committee, or any successor entity to the Committee, as applicable.

3.2 Committee's Failure to Act. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval of such plans will not be required, and the related covenants shall be deemed to have been complied with fully.

3.3 Architectural Control Committee - Membership. The original composition of the Architectural Control Committee shall consist of three members or members of the Board of Directors of HAMMOCK LAKE ESTATES, Inc. When control of the subdivision is transferred to the Homeowners' Association, the board of directors shall appoint at least three (3) lot owners to serve as the Committee.

3.4 Authority to Make Additional Restrictions. The Architectural Control Committee shall have the authority, in addition to the power herein above granted, to promulgate additional restrictions consistent with the intent of this declaration; provided, however, that it first obtains the written consent to such additional restrictions from the then owners of record of seventy-five (75%)

percent of the lots in the subdivision. Upon (1) obtaining of said consents, (2) the recording of the additional restrictions in the public records of Volusia County, Florida, and (3) notice by regular mail being sent to all property owners at their subdivision addresses that the additional restrictions have been recorded, the additional restrictions shall become as binding and shall be given the same force and effect as the restrictions set forth herein.

IV. ENFORCEMENT:

4.1 Enforcement. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, including attorney's fee for appeals from lower court judgments. The Homeowners' Association shall have the power to undertake such enforcement action, in addition to any lot owner.

4.2 Maintenance by Committee - Procedure Therefore. The Architectural Control Committee shall have the right but not the obligation to provide exterior maintenance upon any vacant lot or upon any improved lot, subject, however, to the following provisions:

A) Prior to performing any maintenance on a vacant lot or upon a residence, the Committee shall determine that said property is in need of repair or maintenance and detracts from the overall appearance of the subdivision.

B) Prior to commencement of any maintenance or repair on a vacant lot or a residence, the Committee must furnish thirty (30) days prior written notice to the record owner of the property at the property street address, and if different,

at the address of the property owner reflected upon the most current tax roll of the County Property Appraiser's Office.

C) Said notice shall advise the record owner that unless certain specified repairs or maintenance are made within thirty (30) days from the date of said letters, the Committee shall make said necessary repairs or maintenance and charge same to the owner. Upon the failure of the owner to act within said period of time, the Committee shall have the right to enter in or upon any such lot or to hire personnel to do so to make such necessary repairs or maintenance as is specified in the above-written notice. In this connection, the Committee shall have the right to paint, repair, replace and care for roof gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

The Committee shall have the power to place a lien upon the lot for all costs and expenses incurred by it for the maintenance and/or repair of any lot or improvements, together with interest thereon and costs of collection.

4.3 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

V. HOMEOWNERS' ASSOCIATION:

5.1 Establishment. There shall be established a non-profit Homeowners Association, to be known as "HAMMOCK LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.," to which all persons or entities purchasing or otherwise obtaining property within HAMMOCK LAKE ESTATES shall automatically become and remain members, subject to all the rights and obligations described in the Articles of Incorporation, By-Laws and Rules of the Association. No

property in HAMMOCK LAKE ESTATES shall be sold, given or conveyed in any manner without binding a member's heirs, assigns or successors in interest to membership in the Association.

5.2 Powers. The Association shall have the power and obligation to manage, operate, maintain and repair all of the common facilities and areas of HAMMOCK LAKE ESTATES, including but not limited to entrance signs, entrance medians, stormwater retention areas, facilities and areas enjoyed in common by the owners of HAMMOCK LAKE ESTATES. The Association shall have the power to enact reasonable rules for the operation and use of common facilities and areas, assess the property owners on a per lot basis for the costs of operation, maintaining and repairing the common facilities. The Association shall have the power to place a lien on any property for which the owner has failed to pay the adopted assessment amount in a timely fashion. Common areas shall be as shown on the record plat of HAMMOCK LAKE ESTATES and such other areas as may lawfully be made common areas. The City of South Daytona shall not be responsible for any maintenance of common areas.

5.3 Effective Date. The Homeowners' Association shall be given operation and maintenance control of HAMMOCK LAKE ESTATES at such time as seventy-five (75%) percent of the lots have been sold. However, the developer may, at developer's sole discretion, transfer such control at any time after the sale of fifty-one (51%) percent of all lots in HAMMOCK LAKE ESTATES, should the deem such transfer appropriate, convenient or necessary.

5.4 Participation. As described in Paragraph 5.3 above, the may have operation and maintenance control of HAMMOCK LAKE ESTATES until seventy-five (75%) percent of the lots in HAMMOCK LAKE ESTATES have been sold. After such control is transferred to the Homeowners'

Association, shall have voting membership and shall participate in the Association to the extent of lot ownership.

VI. TERM AND MODIFICATION:

6.1 Term of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) year renewal, as applicable, agreeing to change the covenants in whole or in part.

6.2 Modification by Developer. The Developer reserves for itself, its successors and assigns, and shall have the right: (a) to amend these restrictive covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said subdivision which do not lower standards of the covenants and restrictions herein contained or subsequently promulgated by the Architectural Control Committee (Provided, however, that it first obtains the written consent to such additional covenants and restrictions from the then owners of record of ninety (90%) percent of the lots in the subdivision. Upon (1) obtaining said consents, (2) the recording of the additional restrictions in the public records of Volusia County, Florida, and (3) notice by regular mail being sent to all property owners at their subdivision addresses that the additional restrictions have been recorded); and (c) to release any building lot from any part of the covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines) if the Developer or Association determines such violation to be a minor violation.

VII DEFINITIONS: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42 F.A.C.

VIII. AMENDMENT: Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have prior approval of the St. Johns River Water Management District.

IV. MISCELLANEOUS:

9.1 No Waiver. Any failure to enforce any restriction contained herein or subsequently promulgated shall in no way be deemed a waiver of the right to do so thereafter.

9.2 Severability. The invalidity, violation, abandonment or waiver of any one or more of or any part of the restrictions hereunder or subsequently promulgated pursuant hereto, either as to all or any part of the subdivision, shall not affect or impair such restrictions as to the remaining parts of the subdivision and shall not affect or impair the remaining restrictions or parts thereof as to all the subdivision.

9.3 Headings. Paragraph headings herein are for convenience of reference only and shall not be deemed an operative part of the text hereof.

IN WITNESS WHEREOF, the developer has executed this Declaration of
Covenants and Restrictions this 23 date of December, 2005.

WITNESSES:

A & H Investment Group, LLC

a Florida Corporation

Gail Y. Purvis Gail Y. Purvis By: William Humbert
Patricia M. Dolan Patricia M. Dolan William Humbert
President

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23 day of
December, 2005, by William Humbert as president of

A & H Investment Group, LLC, a Florida corporation, on behalf of the

corporation. He is personally known to me or have produced

FL Drivers License as identification and who did (did not) take an
oath.

Gail Y. Purvis

Notary Public, State of Florida at large

Commission No. _____

