

ADDENDUM TO
DECLARATION OF COVENANTS AND RESTRICTIONS

OF

HAMMOCK LAKE ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, A & H Investment Group, LLC, being the owner of all property subject to the plat of HAMMOCK LAKE ESTATES, as recorded in Map Book 52, pages ¹³¹₁₃₂, of the Public Records of Volusia County, Florida, and as described in the legal description attached herewith, makes the following correction to the Declaration of Restrictions covering the real property included in the referenced plat.

Building Setbacks

The minimum side setback shall be 8.5 feet, the minimum side corner setback shall be 18 feet.

Parking of Vehicles. Each owner has the right to the exclusive use of the parking spaces which are located within that Owner's property lines. Lot Owners are prohibited from making major repairs on vehicles on any lot or adjacent streets. No vehicles may be parked on any grassed area of the lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats or campers on any lot. There shall be no parking on the streets or the street right of way area.

Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall no be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in assessment or special assessment.

Exterior Maintenance. The Association shall have the right, but not the duty, to provide any exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any lot which in the opinion of the Association detracts from the overall beauty of the Properties due to the failure of the Owner to properly maintain. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall

have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the lot or Dwelling Unit as would any other assessment or special assessment by the Association. The association shall have the right to enter upon any lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this section, and any such entry by the Association or its agent shall not be deemed a trespass.

Access at Reasonable Hours. For the sole purpose or performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit at reasonable hours on any day of the week.

Tree Removal Restrictions. Trees situated on any lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured 4 feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Replacement of Trees. Anyone violating the provisions of these requirements will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Association, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with all Sections of these restrictions.

Cloths Lines. The installation and use of cloths lines in the yards of the lots shall be subject to review and approval of the ARC.

Duty to Repair – Detached Dwelling Units. Each owner of a detached Dwelling Unit shall have the duty to begin repairs on any damaged Unit within ninety (90) days of the casualty. Any change to the exterior of the Dwelling Unit shall be subject to review by the ARC. In the event the Dwelling Unit is destroyed by the casualty, Owner shall not be required to rebuild. However, if the Owner does not begin construction, the Owner shall clear the debris from the Lot and grass shall be planted on the Lot within ninety (90) days. All lots are subject to the assessments of the Association whether vacant or occupied.

Trees situated between the building set back lines and the property lines that have a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the Architectural Review Committee. All requests for approval of tree removal shall be submitted to the Architectural Review Committee along with a plan showing the location of such tree(s).

No simulated brick or stone is allowed in this subdivision. All brick and stone must be real. All block walls must be stucco on sides and rear. Front elevations shall be brick, stone, cedar or decorative stucco approved by the Architectural Review Committee. All exterior colors are to be grays or earth tones. Fiberglass garage doors are not allowed.

A minimum of 5/12 pitch is required on all roofs.

All Lot Owners are required to construct concrete sidewalks along the front lot line and the front lot line and the front side lot lines of corner lots.

IN WITNESS WHEREOF, the developer has executed this Declaration of Covenants and Restrictions this 13 date of February, 2008.

WITNESSES:

A & H Investment Group, LLC

a Florida Corporation

Alice Paul ALICE PAUL
Carey Annunziata CAREY ANNUNZIATA

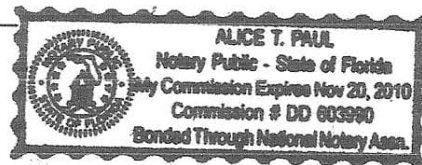
By: William H. Humbert
, President

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of Feb, 2008, by WILLIAM H. HUMBERT as president of A & H Investment Group, LLC, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL. DL as identification and who did (did not) take an oath.

Alice T. Paul
Notary Public, State of Florida at large



Commission No. _____