

THIS INSTRUMENT PREPARED BY:
Robert Kaye & Associates, P.A.
6261 N.W. 6th Way, Suite 103
Ft. Lauderdale, Florida 33309

CERTIFICATE OF RECORDING OF THE BY-LAWS FOR
HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Restrictions for Hidden Hammocks Estates Community is recorded in Official Records Book 15681, Page 328 of the Public Records of Broward County, Florida (herein the "Declaration"); and

WHEREAS, the Hidden Hammocks Estates Homeowners Association, Inc. (herein the "Association") is the Association as set forth in the said Declaration responsible for the operation of the Hidden Hammocks Estates residential community; and

WHEREAS, the Articles of Incorporation for the Association are attached to the Declaration as an Exhibit, but the By-Laws are not; and

WHEREAS, Article X of the Articles of Incorporation require the Board of Directors of the Association to adopt By-Laws for the Association; and

WHEREAS, Section 720.303(1) of Florida Statutes require that the governing documents of a Community, including the By-Laws, be recorded in the Public Records; and

WHEREAS, the Board of Directors of the said Association held a meeting on February 24, 2004, and adopted the attached document as the By-Laws of the Association and now wishes to record same.

NOW THEREFORE, the undersigned hereby certify that the By-Laws attached hereto is a true and correct copy of same as of this date.

WITNESS our signatures hereto this 9th day of July, 2004, at Coral Spring, Broward County, Florida.

HIDDEN HAMMOCKS ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Tom Base, President

Attest: [Signature]
Tom Toth, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of July, 2004 by Tom Bass, and Tom Toth as President and Secretary of Hidden Hammocks Estates Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

sign [Signature]

print DEE HENANN

State of Florida at Large
My Commission Expires:



DEE HENANN
MY COMMISSION # DD 158124
EXPIRES: February 14, 2007
Bonded Thru Budget Notary Services

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

BY-LAWS OF
HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 1. Indemnification of Association

These are the "Bylaws" of HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to and under Chapter 617, Florida Statutes.

1.1 The office of the Association shall be for the present at _____, Florida, and thereafter may be located at any place designated by the Board.

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

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Definitions

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Restrictions for Hidden Hammocks Estates ("Declaration") are incorporated herein by reference.

Section 3. Membership; Members' Meeting; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Association, the termination of such membership and the manner of voting by Members shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or at such other place within the State of Florida, at such date, time and place as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to hear reports of the officers and transact any other business authorized to be transacted at such meeting.

3.3 Special meeting of the members shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast a such meeting.

3.4 A written notice of all meetings of Members whether the Annual Members' Meeting or special meetings, shall be given to each Member at his last known address as it then appears on the books of the Association unless specifically waived in writing by a Member prior to the required notification period as set forth below. In the absence of any specific address for a Member, the Association shall use the address of any Lot owned by such Member. Such notice of an Annual Members' Meeting or special meeting shall be mailed to the said address not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person who mailed such notice. The notice shall state the time and place of the meeting of members to take place within the State of Florida and the purpose for which the meeting is called. The notice shall be signed by an officer of the Association or reflect a facsimile of such signature. Notwithstanding any provision herein to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The membership may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter(s) to be agreed upon is given to the Members at the addresses and within the time period set forth in Section 3.4 hereof or duly waived in accordance with such Section. Unless some greater number is required under the Declaration or Articles, the decision of a majority of the votes cast by members as to the matter(s) to be agreed or voted upon shall be binding. Notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period in which the written response is to be received by the Association.

3.6 A quorum for a meeting of the Members shall consist of persons entitled to cast thirty (30%) percent of all votes of each class of membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or by "Proxy" (as hereinafter defined) shall be required to decide the question unless the question is one upon which an express provision of the Declaration or Articles requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available

for inspection by the Members at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association at least two (2) business days before the appointed time of the meeting in order to be effective. A Proxy may be revoked only by a separate written instrument filed with the Secretary of the Association prior to the time a vote is cast according to such Proxy.

3.10 The voting interest of the Owners of any Lot owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the Owner, officer, partner or principal ("Voting Member") named in a voting certificate ("Voting Certificate") filed with the Secretary of the Association signed by all of the Owners of such Lot or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Lot. In the alternative, a Proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. If neither a Proxy nor a Voting Certificate is on file, the voting interest associated with a Lot where the designation of a Voting Member or execution of a Proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose. In the event a valid Voting Certificate and a Valid Proxy are filed with the Secretary of the Association with respect to a particular Lot(s) which provide for different persons present at the meeting to vote for such Lot(s), the Voting Certificate shall control and the person named as the Voting Member therein shall be entitled to vote for such Lot(s).

3.11 Notwithstanding the provisions of Paragraph 3.10 above, whenever any Lot is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the voting interest for each Lot owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their voting interest on that subject at that meeting, but will be counted for purposes of determining if a quorum is present.
- (ii) Where only one (1) is present at a meeting, the spouse present may exercise the voting interest of the Lot without establishing the

concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered in determining if there is a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

- (iii) Where neither spouse is present, the person designated in a Proxy signed by either spouse may exercise the voting interest of the Lot, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered in determining if there is a quorum or for any other purpose.

3.12 At any time prior to a vote upon a matter at a meeting of the Members, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots under the completion of balloting upon the subject matter.

Section 4. Board of Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of not less than three (3) and not more than nine (9) Directors.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of the First Board of Directors are hereby incorporated herein by reference.

4.3 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Associations.

4.4 The term of each Director's service shall be as set forth in Article VII of the Articles.

4.5 A Director may be removed by the vote of a majority of the Members of the Association, in the manner provided by law, as it may be amended from time to time. In addition, upon the finding by the Board that a Director has committed a breach of his fiduciary duty to the Association due to conduct detrimental to the Association, such a finding shall be a deemed resignation of that Director, which may be accepted by the majority of the Board at the meeting at which it is determined, and shall be effective immediately. The remaining Directors may appoint a successor Director, who shall serve for the remainder of the term of the Director who has deemed to have resigned. For the purpose of this provision, upon the issuance of three (3) notices to an offending Director of

conduct deemed inappropriate by the Board, such a finding may be accomplished by the vote of a majority of the Board. In all other instances, such a finding may be made by two-thirds (2/3rds) of the Board. The determination of the Board of Directors as to such issues shall be final.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of the Annual Members' Meeting at such place and time as shall be fixed by the Directors at the Annual Members' Meeting. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting. If the organizational meeting cannot be held within this time frame, notice in the same fashion as any other Board meeting shall be required.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special Meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Except in an emergency, notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 Quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of the meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Declaration, the Articles or herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President or any person so designated by the President. In the absence of the President, the Directors present shall designate the person to preside.

4.11 Directors' fees, if any, shall be determined by a majority of the Board.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be

available for inspection by Members and Directors at all reasonable times.

4.13 The Board shall have the power to appoint executive committees consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.

4.14 Unless the Board holds a closed meeting, meetings of the Board shall be open to all Owners. Except as may otherwise be provided by law, as it may be amended from time to time, unless an Owner serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Owner shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event an Owner not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Owner from the meeting by any reasonable means which may be necessary to accomplish said Owner's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is an Owner or a duly authorized representative, agent or proxy holder of an Owner, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.15 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. Powers and Duties of the Board of Directors

5.1 All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Declaration and Articles, as well as all of the powers and duties of a director of a corporation not for profit.

5.2 Assessments shall be collected by the Association in payments made directly to it by each Owner as set forth in the Declaration. The Board shall be empowered to levy fines and late fees in order to effectuate the enforcement of the provisions of the Declaration and the timely payment of all Assessments levied thereunder.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of

the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall exercise the powers and perform the duties of the presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal which duly signed, he shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of the Association Common Area.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and "Institutional

Mortgagees" or their respective authorized representatives at reasonable times. Such authorization as a representative of a member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the members. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each contributing Lot which shall designate the name and address of the contributing Lot Owner thereof, the amount of individual Lot Assessments and all other Assessments, if any, charged to the contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated "Common Expenses" of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Common expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each member and each contributing Lot Owner shall be given notice of the individual Lot Assessment applicable to his contributing Lot(s). The copy of the Budget shall be deemed furnished and the notice of the individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the member or contributing Lot Owner shown on the records of the Association at the address for giving notices to such member or contributing Lot Owner as provided in Section 3.4 hereof.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar year on a pro rata basis any expenses which are prepared in any one calendar year for Common expenses which cover more than such calendar year; (iv) Assessments shall be made monthly or quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received.

Notwithstanding the foregoing, the Assessments for Common expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 All Assessments shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessments set forth in the Declaration.

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A financial report of actual receipts and expenditures for the immediately preceding fiscal year of the Association shall be made annually and a copy of the report shall be provided to each member not later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or mailing to the member at the address for giving notice to such member as provided in Section 3.4 hereof. The holder, insurer or guarantor of any first mortgage upon written request therefor, shall receive such financial report of the Association for the prior fiscal year without charge.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend, modify or rescind existing rules and regulations for the operation and use of the Common Properties; provided such rules and regulations are not inconsistent with the Declaration, Articles or these By-Laws. Copies of any rules and regulations promulgated, modified, amended or rescinded shall be mailed or delivered to all Members at the address for giving notices to such Member as provided in Section 3.4 hereof and shall not take effect until forty-eight (48) hours after such mailing or delivery. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Properties such rules and regulations may be conspicuously posted at such property and such rules and regulations shall be effective immediately upon such posting.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Declaration, the Articles, or these By-Laws.

Section 10. Amendments of the By-Laws.

10.1 These By-Laws may be amended as hereinafter set forth:

(a) Any By-Law of the Association may be amended or repealed, and any new By-Law of the Association may be adopted by either:

(i) Majority vote of the Members present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any regular meeting of the Board or at any special meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors provided that the Directors shall not have authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

10.2 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights or obligations set forth in the Declaration or Articles, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Declarant, or of an Institutional Mortgagee without the prior written consent thereto by Declarant or Institutional Mortgagee, as the case may be.

10.3 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section(s) affected and give the exact language of such modification, amendment or addition or of the provisions repealed. Copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 11. Interpretation

In the event of a conflict between the By-laws and the provisions of the Articles and/or the Declaration the provision in the Articles and/or Declaration shall control.

The foregoing By-Laws of Hidden Hammocks Estates Homeowners Association, Inc.

are hereby adopted by all of the Directors of Hidden Hammocks Estates Homeowners Associations, Inc. as and constituting the Board of Directors of said Association.

THIS INSTRUMENT PREPARED BY:
Robert Kaye & Associates, P.A.
6261 N.W. 6th Way, Suite 103
Ft. Lauderdale, Florida 33309

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WHEREAS, the Board of Directors of the said Association held a meeting on February 24, 2004, and adopted the attached document as the By-Laws of the Association and now wishes to record same.

NOW THEREFORE, the undersigned hereby certify that the By-Laws attached hereto is a true and correct copy of same as of this date.

WITNESS our signatures hereto this 9th day of July, 2004, at Coral Spring, Broward County, Florida.

HIDDEN HAMMOCKS ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Tom Base, President

Attest: [Signature]
Tom Toth, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of July, 2004 by Tom Bass, and Tom Toth as President and Secretary of Hidden Hammocks Estates Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.



DEE HENANN
MY COMMISSION # DD 158124
EXPIRES: February 14, 2007
Bonded Thru Budget Notary Services

NOTARY PUBLIC:
sign [Signature]
print DEE HENANN
State of Florida at Large
My Commission Expires:

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

BY-LAWS OF
HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.

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3.3 Special meeting of the members shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast at such meeting.

3.4 A written notice of all meetings of Members whether the Annual Members' Meeting or special meetings, shall be given to each Member at his last known address as it then appears on the books of the Association unless specifically waived in writing by a Member prior to the required notification period as set forth below. In the absence of any specific address for a Member, the Association shall use the address of any Lot owned by such Member. Such notice of an Annual Members' Meeting or special meeting shall be mailed to the said address not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person who mailed such notice. The notice shall state the time and place of the meeting of members to take place within the State of Florida and the purpose for which the meeting is called. The notice shall be signed by an officer of the Association or reflect a facsimile of such signature. Notwithstanding any provision herein to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The membership may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter(s) to be agreed upon is given to the Members at the addresses and within the time period set forth in Section 3.4 hereof or duly waived in accordance with such Section. Unless some greater number is required under the Declaration or Articles, the decision of a majority of the votes cast by members as to the matter(s) to be agreed or voted upon shall be binding. Notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period in which the written response is to be received by the Association.

3.6 A quorum for a meeting of the Members shall consist of persons entitled to cast thirty (30%) percent of all votes of each class of membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or by "Proxy" (as hereinafter defined) shall be required to decide the question unless the question is one upon which an express provision of the Declaration or Articles requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available

for inspection by the Members at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association at least two (2) business days before the appointed time of the meeting in order to be effective. A Proxy may be revoked only by a separate written instrument filed with the Secretary of the Association prior to the time a vote is cast according to such Proxy.

3.10 The voting interest of the Owners of any Lot owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the Owner, officer, partner or principal ("Voting Member") named in a voting certificate ("Voting Certificate") filed with the Secretary of the Association signed by all of the Owners of such Lot or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Lot. In the alternative, a Proxy as to a particular meeting may be executed in the same manner as the Voting Certificate. If neither a Proxy nor a Voting Certificate is on file, the voting interest associated with a Lot where the designation of a Voting Member or execution of a Proxy is required shall not be considered in determining the requirement for a quorum or for any other purpose. In the event a valid Voting Certificate and a Valid Proxy are filed with the Secretary of the Association with respect to a particular Lot(s) which provide for different persons present at the meeting to vote for such Lot(s), the Voting Certificate shall control and the person named as the Voting Member therein shall be entitled to vote for such Lot(s).

3.11 Notwithstanding the provisions of Paragraph 3.10 above, whenever any Lot is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the voting interest for each Lot owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their voting interest on that subject at that meeting, but will be counted for purposes of determining if a quorum is present.
- (ii) Where only one (1) is present at a meeting, the spouse present may exercise the voting interest of the Lot without establishing the

concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered in determining if there is a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

- (iii) Where neither spouse is present, the person designated in a Proxy signed by either spouse may exercise the voting interest of the Lot, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered in determining if there is a quorum or for any other purpose.

3.12 At any time prior to a vote upon a matter at a meeting of the Members, any Member may demand the use of a secret written ballot for the voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots under the completion of balloting upon the subject matter.

Section 4. Board of Directors' Meetings

4.1 The form of administration of the Association shall be by a Board of not less than three (3) and not more than nine (9) Directors.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of the First Board of Directors are hereby incorporated herein by reference.

4.3 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Associations.

4.4 The term of each Director's service shall be as set forth in Article VII of the Articles.

4.5 A Director may be removed by the vote of a majority of the Members of the Association, in the manner provided by law, as it may be amended from time to time. In addition, upon the finding by the Board that a Director has committed a breach of his fiduciary duty to the Association due to conduct detrimental to the Association, such a finding shall be a deemed resignation of that Director, which may be accepted by the majority of the Board at the meeting at which it is determined, and shall be effective immediately. The remaining Directors may appoint a successor Director, who shall serve for the remainder of the term of the Director who has deemed to have resigned. For the purpose of this provision, upon the issuance of three (3) notices to an offending Director of

conduct deemed inappropriate by the Board, such a finding may be accomplished by the vote of a majority of the Board. In all other instances, such a finding may be made by two-thirds (2/3rds) of the Board. The determination of the Board of Directors as to such issues shall be final.

4.6 The organizational meeting of the newly elected Board shall be held within ten (10) days of the Annual Members' Meeting at such place and time as shall be fixed by the Directors at the Annual Members' Meeting. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting. If the organizational meeting cannot be held within this time frame, notice in the same fashion as any other Board meeting shall be required.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special Meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Except in an emergency, notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 Quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of the meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum.

Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Declaration, the Articles or herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President or any person so designated by the President. In the absence of the President, the Directors present shall designate the person to preside.

4.11 Directors' fees, if any, shall be determined by a majority of the Board.

4.12 Minutes of all meetings shall be kept in a businesslike manner and shall be

available for inspection by Members and Directors at all reasonable times.

4.13 The Board shall have the power to appoint executive committees consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.

4.14 Unless the Board holds a closed meeting, meetings of the Board shall be open to all Owners. Except as may otherwise be provided by law, as it may be amended from time to time, unless an Owner serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Owner shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event an Owner not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Owner from the meeting by any reasonable means which may be necessary to accomplish said Owner's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is an Owner or a duly authorized representative, agent or proxy holder of an Owner, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.15 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. Powers and Duties of the Board of Directors

5.1 All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Declaration and Articles, as well as all of the powers and duties of a director of a corporation not for profit.

5.2 Assessments shall be collected by the Association in payments made directly to it by each Owner as set forth in the Declaration. The Board shall be empowered to levy fines and late fees in order to effectuate the enforcement of the provisions of the Declaration and the timely payment of all Assessments levied thereunder.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of

the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall exercise the powers and perform the duties of the presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the members, which minutes shall be kept in a businesslike manner and shall be available for inspection by members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal which duly signed, he shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association or preclude the contracting with a Director or an officer for the management of the Association Common Area.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and "Institutional

Mortgagees" or their respective authorized representatives at reasonable times. Such authorization as a representative of a member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the members. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each contributing Lot which shall designate the name and address of the contributing Lot Owner thereof, the amount of individual Lot Assessments and all other Assessments, if any, charged to the contributing Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated "Common Expenses" of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Common expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each member and each contributing Lot Owner shall be given notice of the individual Lot Assessment applicable to his contributing Lot(s). The copy of the Budget shall be deemed furnished and the notice of the individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the member or contributing Lot Owner shown on the records of the Association at the address for giving notices to such member or contributing Lot Owner as provided in Section 3.4 hereof.

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar year on a pro rata basis any expenses which are prepared in any one calendar year for Common expenses which cover more than such calendar year; (iv) Assessments shall be made monthly or quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received.

Notwithstanding the foregoing, the Assessments for Common expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 All Assessments shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessments set forth in the Declaration.

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A financial report of actual receipts and expenditures for the immediately preceding fiscal year of the Association shall be made annually and a copy of the report shall be provided to each member not later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or mailing to the member at the address for giving notice to such member as provided in Section 3.4 hereof. The holder, insurer or guarantor of any first mortgage upon written request therefor, shall receive such financial report of the Association for the prior fiscal year without charge.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend, modify or rescind existing rules and regulations for the operation and use of the Common Properties; provided such rules and regulations are not inconsistent with the Declaration, Articles or these By-Laws. Copies of any rules and regulations promulgated, modified, amended or rescinded shall be mailed or delivered to all Members at the address for giving notices to such Member as provided in Section 3.4 hereof and shall not take effect until forty-eight (48) hours after such mailing or delivery. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Properties such rules and regulations may be conspicuously posted at such property and such rules and regulations shall be effective immediately upon such posting.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Declaration, the Articles, or these By-Laws.

Section 10. Amendments of the By-Laws.

10.1 These By-Laws may be amended as hereinafter set forth:

(a) Any By-Law of the Association may be amended or repealed, and any new By-Law of the Association may be adopted by either:

(i) Majority vote of the Members present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any regular meeting of the Board or at any special meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors provided that the Directors shall not have authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

10.2 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights or obligations set forth in the Declaration or Articles, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Declarant, or of an Institutional Mortgagee without the prior written consent thereto by Declarant or Institutional Mortgagee, as the case may be.

10.3 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section(s) affected and give the exact language of such modification, amendment or addition or of the provisions repealed. Copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 11. Interpretation

In the event of a conflict between the By-laws and the provisions of the Articles and/or the Declaration the provision in the Articles and/or Declaration shall control.

The foregoing By-Laws of Hidden Hammocks Estates Homeowners Association, Inc.

are hereby adopted by all of the Directors of Hidden Hammocks Estates Homeowners Associations, Inc. as and constituting the Board of Directors of said Association.

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES**

THIS AMENDMENT is made this 14th day of August, 2001, by **HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.**, (hereinafter "ASSOCIATION") pursuant to the **DECLARATION OF RESTRICTIONS FOR HIDDEN HAMMOCKS ESTATES** (hereinafter "DECLARATION") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 15681, Page 328

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on August 14, 2001 the aforementioned Declaration was amended pursuant to the provisions of said Declaration with an affirmative vote of not less than **TWO THIRDS (2/3)** of the vote of the membership.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATION are a true and correct copy of the amendments as amended by the membership:

- I. This Amendment hereby amends Article VI by adding Section 23 as follows:

(Deletions indicated by **strikeout**, additions by **underlining**)

"23. In order to maintain the aesthetic integrity of the subdivision, no OWNER shall allow his or her LOT to remain unimproved, regardless of whether said LOT was purchased unimproved or was made so subsequently by its OWNER, for more than a period of one (1) year from August 14, 2001. Each OWNER of an unimproved LOT shall commence and complete improvement of said LOT in accordance with the provisions of this Declaration by no later than August 14, 2002."

- II. Except as amended and modified herein, all other terms and conditions of Article VI and all other sections of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

- III. This Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

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IN WITNESS WHEREOF, the Declaration has caused this Amendment to the DECLARATION OF RESTRICTIONS FOR HIDDEN HAMMOCKS ESTATES, to be executed by the duly authorized officer, this 27th day of AUGUST, 2001.

WITNESSES:

HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.

Laurence Parent
WITNESS

BY: *Daniel Rothenberger*
DANIEL ROTHENBERGER, President

LAURENCE PARENT
(Print Name)

Jan E. Gaglio
WITNESS
Jan E. Gaglio
(Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me this 27th day of August, 2001 by Daniel Rothenberger, President of HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 27th day of August, 2001.

Anne Marie Waldron

Notary Public
My commission expires:

This Instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Korr, P.A.
5581 West Oakland Park Blvd., Second Floor
Lauderhill, Florida 33313
(954) 486-7774

Anne Marie Waldron
My Commission CCR24037
Expires May 21, 2004

Declaration Recorded in Official Records
Book 15681, Page 328 of the Public
Records of Broward County, Florida.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS FOR HIDDEN HAMMOCKS ESTATES**

THIS AMENDMENT is made this 12TH day of AUGUST, 1997, by HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., ("HIDDEN HAMMOCKS") pursuant to the Declaration of Restrictions for Hidden Hammocks Estates which have been duly recorded in the Public Records of Broward County, Florida, as follows:

Official Records Book 15681, Page 328

WHEREAS, at a duly called and noticed meeting of the membership of HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, held on AUGUST 12, 1997, 1997 the aforementioned Declaration was amended pursuant to the provisions of said Declaration with an affirmative vote of not less than two thirds (2/3) of the vote of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Restrictions for Hidden Hammocks Estates.

WHEREAS, the amendment set forth does not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

- I. This Amendment hereby amends Article V, Section 4 of the Declaration, as follows:

(Deletions indicated by strikethrough, additions by underlining)

"Section 4

Date of Commencement of Annual Assessment. The monthly assessments provided for herein shall commence on the date (which shall be the first date of the month) fixed by the Board of Directors of the ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board. No assessment shall be issued on any lot until a Certificate of Occupancy has been issued for the residence thereon."

- II. Except as amended and modified herein, all other terms and conditions of the Declaration shall remain in full force and effect according to their terms.

- III. This Amendment has been proposed and adopted by majority vote of the Board of Directors.

BR 26928P60380

(S) [Signature]

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the Declaration of Restrictions for Hidden Hammocks Estates, to be executed by the duly authorized officer, this 12TH day of AUGUST, 1997.

WITNESSES:

HIDDEN HAMMOCKS ESTATES
HOMEOWNERS ASSOCIATION, INC.

WITNESS

Mary Kimberly
MARY KIMBERLY
(Print Name)

BY: *[Signature]* H.H.E.
President

WITNESS

Marlene [Signature]
MARLENE [Signature]
(Print Name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me this 12th day of August 1997, by [Signature], President of HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 12th day of August, 1997.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

[Signature]
Notary Public

My commission expires: 6-5-98

BK 26928FC0381

This Instrument Prepared by and Return to:
Ferren L. Korr, Esq.
Katzman & Korr, P.A.
1100 South State Road Seven
Suite 102
Margate, Florida 33068
(954) 972-8228



BARBARA A. JANUS
COMMISSION # CC 3781A
EXPIRES JUN 5, 1998
Bonds Through
ALL AM INSURANCE SERVICES

Declaration Recorded in Official Records
Book 1848, Page 328 of the Public
Records of Broward County, Florida.

**AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES**

This Amendment made this 26th day of February, 1997, by Hammock Homes, Inc., a Florida Corporation, hereinafter called SUBDIVIDER.

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for Hidden Hammocks Estates (The "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, the Directors of the Association feel that the Association should have the power to screen prospective tenants; and

WHEREAS, the Directors of the Association feel that the Association should have the power to limit or otherwise restrict lease terms and conditions; and

WHEREAS, the Directors of the Association feel that the Association should have the power to assess a fee in the event of a lease of a unit; and

WHEREAS, the Board of Directors held a formal meeting on Monday, the 24th day of February, 1997, and held a formal vote on these matters with a quorum of the Board of Directors; it voted in the majority to have the below described provisions applicable to members; and,

WHEREAS, SUBDIVIDER presently holds TITLE to a LOT in the SUBDIVISION and as consequence thereof may, pursuant to Article VIII of the Declaration, in its sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof.

NOW THEREFORE, SUBDIVIDER hereby amends and adds to said Declaration as follows:

1. The following language shall be added to and be a supplement to Article VI, of the Declaration of Restrictions. The following shall be labeled and otherwise referred to as Section 22 of Article VI. All other existing terms of said Article VI shall remain unchanged, unaltered and in full force and effect.

Section 22. Units shall not be leased without the prior written approval of the ASSOCIATION. The ASSOCIATION shall have the right to require that a Florida Bar Approved form of lease be used, as same is approved from time to time by the Board. Any lease shall provide that the ASSOCIATION shall have the right to terminate the lease upon default by tenant in observing any of the provisions of the Declaration, Bylaws, Articles of Incorporation or applicable Rules duly adopted by the Board from time to time. All leases shall be for a period of not less than one (1) year, and the proposed tenants shall consist of not more than two (02) persons per bedroom in any dwelling. Sublease of units are prohibited. The ASSOCIATION must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a

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complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require and after final completion and receipt of background investigation. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the ASSOCIATION at the expense of the tenant. If the ASSOCIATION fails to give the OWNER written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the ASSOCIATION. Any lease entered into prior to the recording of this amendment shall not be subject to the terms contained herein. Any proposed renewal or extension of any such prior existing lease shall be subject to the terms and conditions contained herein. The liability of the OWNER under these covenants, shall continue notwithstanding the fact that the unit has been leased.

All lease agreements pertaining to the leasing of any unit shall provide that, in the event an OWNER becomes delinquent in any assessment, special assessment, or installment thereon, the tenant may be required, at the sole discretion of the ASSOCIATION, to cure such delinquency by making payment directly to the ASSOCIATION for the full amount of the aforementioned delinquency and subsequently deducting such sum from the monthly rent due and payable to the OWNER. The ASSOCIATION, at its sole discretion, may demand that the tenant cure any delinquency as provided above. This remedy is in addition to any other remedy available to the ASSOCIATION. The liability of the OWNER under these covenants, shall continue notwithstanding the fact that the unit has been leased.

The ASSOCIATION is hereby deemed the agent of the OWNER for purpose of bringing any eviction proceedings deemed necessary by the ASSOCIATION because of tenant's violation of the Declaration, Bylaws, Articles of Incorporation or applicable Rules. The ASSOCIATION and the OWNER shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such tenant for his eviction or for enforcement of the Declaration, Bylaws, Articles of Incorporation or applicable Rules, with the ASSOCIATION having priority as to the full amount of its claim. Nothing contained herein shall limit the right of the ASSOCIATION to recover its attorneys' fees and costs from the OWNER in the event legal proceedings are commenced against same or their tenant for his eviction or for enforcement of the Declaration, Bylaws, Articles of Incorporation or applicable Rules.

The ASSOCIATION shall have the right to impose a reasonable fee in connection with any requested approval of lease, not exceeding any maximum fee proscribed by the law from time to time.

IN WITNESS WHEREOF, Hammock Homes, Inc., a Florida Corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written:

HAMMOCK HOMES, INC. a Florida Corporation
c/o Wellington Construction & Realty
1350 NE 56th Street
Fort Lauderdale, FL 33334

WITNESSES:

Alexander M. Dunn
WITNESS

ALEXANDER M DUNN
(Print Name)

Constance M. Mayfield
WITNESS

CONSTANCE M MAYFIELD
(Print Name)

BY: *John E. Abdo*
John E. Abdo, President

BR 26151PR0831

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me by John E. Abdo, President of HAMMOCK HOMES, INC., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this
27TH day of FEBRUARY, 1997.



Alexander B. Ginn
Notary Public
My commission expires:

→ This instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Korr, P.A.
1100 South State Road Seven, Suite 102
Margate, Florida 33068
(954) 972-8228

RECORDED IN THE OFFICIAL RECORDS OF
OF BROWARD COUNTY, FLORIDA
COUNTY ADMIN. STRATCH

EC26151PG0832

96-226892 T#001
05-11-96 07:41AM

**AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES**

This Amendment made this ___ day of _____, 1996, by Hammock Homes, Inc., a Florida Corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for Hidden Hammocks Estates (The "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, the Directors of the Association feel that the Association should have the power to levy a late fee against a unit for the failure of the OWNER of the unit, to make full payment when due on any installment for an annual or special assessment due and owing from such unit owner; and,

WHEREAS, the Directors of the Association feel that the Association should have the power to accelerate the assessments and make same due and payable immediately with respect to a unit for the failure of the OWNER of the unit, to make full payment when due on any installment for an annual or special assessment due and owing from such unit owner more than once in any calendar year; and,

WHEREAS, the Association held a formal meeting on Thursday, the 28th day of March, 1996, and held a formal vote on these matters with a quorum of the Board of Directors; it voted in the majority to have these late fees and acceleration provisions applicable to members; and,

WHEREAS, SUBDIVIDER presently holds TITLE to a LOT in the SUBDIVISION and as consequence thereof may, pursuant to Article VIII of the Declaration, in its sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof.

Amendment Page 1 of 3

BK 24865 PG 0814

NOW THEREFORE, SUBDIVIDER hereby amends and adds to said Declaration as follows:

1. The following language shall be added to and be a supplement to Article V, Section 5 of the Declaration of Restrictions. All other existing terms of said Section 5 shall remain unchanged, unaltered and in full force and effect.

In addition to the other remedies available to the ASSOCIATION, if any assessment is not paid in full within 15 days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee in the amount of \$25.00 per month from the due date until paid in full. Additionally, in the event any OWNER fails to pay any assessment within 15 days after the due date and becomes so delinquent more than one time within any twelve (12) month period, the ASSOCIATION, upon written notice to the defaulting OWNER, shall have the right to accelerate and require such defaulting owner to pay the ASSOCIATION the assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular assessment for common expenses, for all special assessments, and/or for all other assessments payable to the ASSOCIATION. The remedies included in this paragraph are in addition to those provided elsewhere in the Declaration and Amendments thereto.

IN WITNESS WHEREOF, Hammock Homes, Inc., a Florida Corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written:

HAMMOCK HOMES, INC. a Florida Corporation

c/o Wellington Construction & Realty
1350 NE 56th Street
Fort Lauderdale, FL 33334

WITNESSES:

Constance M. Mayfield
WITNESS

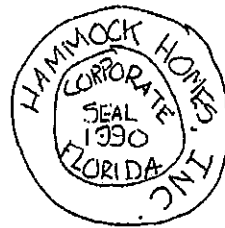
Constance M. Mayfield
(Print Name)

Alexander M. Dunn
WITNESS

Alexander M. Dunn
(Print Name)

BY:

John E. Abdo, President



BR 24865PE0815

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me this 2ND day of MAY, 1996, by John E. Abdo, President of HAMMOCK HOMES, INC., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 2ND day of MAY, 1996.

Constance M. Mayfield
Notary Public
My commission expires:

This Instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Korr, P.A.
1100 South State Road Seven
Suite 102
Margate, Florida 33068
(954) 972-8228



BK 24865PG0816

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

Amendment Page 3 of 3

96-080825 T#001
02-20-96 01:39PM

**AMENDMENT TO DECLARATION
OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES**

This Amendment made this 25th day of JANUARY, 1996, by Hammocks Homes, Inc., a Florida Corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for Hidden Hammocks Estates (The "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, the Directors of the Association feel that the Association should have the power to levy reasonable fines against a unit for the failure of the OWNER of the unit, or its occupants, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable promulgated Rules and Regulations of the Association. The Directors of the Association believe that any such fine levied should be treated as an assessment and be governed under Article V Section 5 of the Declaration; and,

WHEREAS, the Association held a formal meeting on Wednesday, January 10, 1996, and held a formal vote on this matter with a quorum of the Board of Directors; it voted in the majority to have these monetary assessments charged to members; and,

WHEREAS, SUBDIVIDER presently holds title to a LOT in the SUBDIVISION and as consequence thereof may, pursuant to Article VIII of the Declaration, in its sole discretion, modify, amend, waive, or add to this Declaration, or any part thereof.

Amendment Page 1 of 3

96-025799
C

BK 24511 PC 941

③ PRO

NOW THEREFORE, SUBDIVIDER hereby amends and adds to said Declaration as follows:

1. The Association shall have the power to levy reasonable fines against a unit for the failure of the OWNER of the unit, or its occupants, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable promulgated Rules and Regulations of the Association.

2. The Association may levy reasonable fines not to exceed Fifty (\$50.00) Dollars per violation, against any OWNER of the unit, or its occupants, licensee, or invitee. A fine may be imposed upon notice of at least Fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least Three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed.

3. In the event any OWNER of the unit, or its occupants, licensee, or invitee fails to pay in full any such fine(s) levied, after proper notice and the opportunity for hearing, the Board shall have the power and right to (1) treat such unpaid fines in the same manner as any unpaid assessment or special assessment as provided in Article V Section 5 of the Declaration and shall be afforded the same remedies as contained therein, and/or (2) file an action for injunctive relief and/or damages personally against the OWNER of the unit, or its occupants, licensee, or invitee which shall provide for the award of attorney's fees and costs incurred as a consequence of the Association's attempt to enforce compliance with the documents or to collect any outstanding sums due for unpaid fines.

IN WITNESS WHEREOF, Hammocks Homes, Inc., a Florida Corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written:

WITNESSES:

Alexander M. Dunn
WITNESS

ALEXANDER M. DUNN
(Print Name)

James Dodd
WITNESS

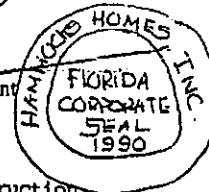
JAMES DODD
(Print Name)

HAMMOCKS HOMES, INC. a Florida Corporation

BY:

John E. Abdo, President

Hammocks Homes, Inc.
C/O Wellington Construction
& Realty
1350 N.E. 56th Street
Fort Lauderdale, Fl. 33334



BK24511P60942

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was executed before me this 25TH day of JANUARY 1996, by John E. Abdo, President of HAMMOCKS HOMES, INC., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 25TH day of JANUARY, 1996.

Alexander M. Dunn
Notary Public

My commission expires:

This Instrument Prepared by and Return to:
Leigh C. Katzman, Esq.
Katzman & Kog, P.A.
1100 South State Road Seven
Suite 102
Margate, Florida 33068
(305) 972-8228



RECORDED BY THE OFFICIAL RECORDS BOW
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK2451180943

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 21st day of FEBRUARY 1991, by HAMMOCK HOMES, INC., a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES (the "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said Declaration, SUBDIVIDER reserved the right, in its sole discretion, to modify, amend, waive or add to said Declaration of Restrictions, or any part thereof, so long as it holds title to any lot in the subdivision; and,

WHEREAS, Chrisdon Custom Homes Corporation, a Florida corporation ("Chrisdon") has assigned all right, title and interest as "subdivider" under the Declaration to SUBDIVIDER, pursuant to that certain General Assignment dated November 29, 1990 from Chrisdon as Assignor, in favor of SUBDIVIDER, as Assignee; and,

WHEREAS, SUBDIVIDER has now acquired lots in the subdivision and now wishes to make them subject to said Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens set forth in the Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES:

Lots 12, 13, 19 through 31, inclusive, 33 through 44, inclusive, 47, 49 through 53, inclusive, 58, 59, 61, and 64 through 66, inclusive, Block A, Lots 1 and 2, Block B, Lots 6 through 10, inclusive, Block C, Lots 20, 21, 23, 25 through 27, inclusive, 29 through 34, inclusive, 36 through 38, inclusive, 40 through 46, inclusive, and 54 through 58, inclusive, Block D, and Lots 1 and 2, Block E, HIDDEN HAMMOCKS ESTATES, according to the Plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, HAMMOCK HOMES, INC., a Florida corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written.

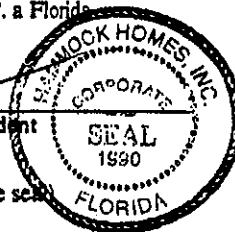
WITNESSES:

Alexander P. [Signature]
Christine [Signature]

HAMMOCK HOMES, INC. a Florida corporation

By: *[Signature]*
John E. Abdo, President

(corporate seal)

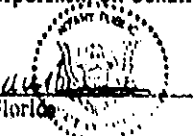


STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of FEBRUARY, 1991 by John E. Abdo, as President of Hammock Homes, Inc., a Florida corporation, on behalf of the corporation.

My commission expires: 05/01/93

[Signature]
Notary Public, State of Florida



NOTARIAL PUBLIC SEAL
CHRISTINE [Signature]
MY COMM. EXP. 05/01/93

CONSTRUCTION & REALTY, INC.

Builders and Developers of Total Florida Living
1350 Northeast 56th Street
Fort Lauderdale, Florida 33334-6198

91 NOV 9 PM 12:36

BK18887P60694

[Handwritten initials]

JOINDER OF MORTGAGEE

BANKATLANTIC, a Federal Savings Bank, herein called the Mortgagee, the owner and holder of a Mortgage upon the lands described herein, joins in the making of the foregoing Amendment to the Declaration of Restrictions.

BANKATLANTIC, a Federal Savings Bank

By: *Marcia Snyder*
Marcia Snyder,
Executive Vice President

ATTEST:

By: *Thos. W. Deacy*
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 1991 by Marcia Snyder, as Executive Vice President of BankAtlantic, a Federal Savings Bank, on behalf of the bank.

My commission expires:

Thos. W. Deacy
Notary Public, State of Florida

Notary Public, State of Florida
My Commission Expires July 20, 1991
Record the fee for this instrument.

RECORDED IN THE CLERK'S RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BR 888760695

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES
91320992

THIS AMENDMENT made this 16TH day of JULY, 1991, by
HAMMOCK HOMES, INC., a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES (the "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said Declaration, SUBDIVIDER reserved the right, in its sole discretion, to modify, amend, waive or add to said Declaration of Restrictions, or any part thereof, so long as it holds title to any lot in the subdivision; and,

WHEREAS, Chrisdon Custom Homes Corporation, a Florida corporation ("Chrisdon") has assigned all right, title and interest as "subdivider" under the Declaration to SUBDIVIDER, pursuant to that certain General Assignment dated November 29, 1990 from Chrisdon as Assignor, in favor of SUBDIVIDER, as Assignee; and,

WHEREAS, SUBDIVIDER has now acquired lots in the subdivision and now wishes to make them subject to said Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens set forth in the Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES:

Lot 20, Block D HIDDEN HAMMOCKS ESTATES, according to the Plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, HAMMOCK HOMES, INC., a Florida corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written.

WITNESSES:

Robert J. Carman
Christine Translead

HAMMOCK HOMES, INC. a Florida corporation

By: John E. Abdo, President

(corporate seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16TH day of JULY, 1991 by John E. Abdo, as President of Hammock Homes, Inc., a Florida corporation, on behalf of the corporation.

My commission expires: 05/01/93

Christine Translead
Notary Public, State of Florida

"OFFICIAL NOTARY SEAL"
CHRISTINE TRANSEAD
MY COMM. EXP. 5/1/93

Aug 13 2 36 PM '91

RM 18653-60464

JOINDER OF HOMEOWNER

Donald J. Watzel and Karen L. Watzel, his wife, herein called the Homeowner, the owner and holder of a single family home upon the lands described herein, joins in the making of the foregoing Amendment to the Declaration of Restrictions.

By: Donald J. Watzel
Donald J. Watzel
By: Karen L. Watzel
Karen L. Watzel

ATTEST:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of JULY, 1991 by Donald J. Watzel and Karen L. Watzel, to me known to be the persons who executed the foregoing instrument.

My commission expires: 5/1/93

Christine Transler
Notary Public, State of Florida

"OFFICIAL NOTARY SEAL"
CHRISTINE TRANSLER
MY COMM. EXP. 5/1/93

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

PK 18653 PG 0465

91279250

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 16TH day of JULY, 1991, by
HAMMOCK HOMES, INC., a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN
HAMMOCKS ESTATES (the "Declaration") to be recorded in the Official Records Book 15681,
Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said Declaration, SUBDIVIDER reserved the right, in its
sole discretion, to modify, amend, waive or add to said Declaration of Restrictions, or any part
thereof, so long as it holds title to any lot in the subdivision; and,

WHEREAS, Christon Custom Homes Corporation, a Florida corporation ("Christon") has
assigned all right, title and interest as "subdivider" under the Declaration to SUBDIVIDER,
pursuant to that certain General Assignment dated November 29, 1990 from Christon as
Assignor, in favor of SUBDIVIDER, as Assignee; and,

WHEREAS, SUBDIVIDER has now acquired lots in the subdivision and now wishes to make
them subject to said Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as
follows:

SUBDIVIDER declares that the following described real property is and shall be held,
transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of Restrictions for HIDDEN
HAMMOCKS ESTATES:

Lot 47, Block A and Lot 20, Block D HIDDEN HAMMOCKS ESTATES, according to the
Plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward
County, Florida.

IN WITNESS WHEREOF, HAMMOCK HOMES, INC., a Florida corporation, hereby
executes this Amendment in its name, by the undersigned authorized officers, the day and year first
above written.

WITNESSES:

Richard J. Carman
Christine Transleau

HAMMOCK HOMES, INC. Florida
corporation
By: *John E. Abdo*
John E. Abdo, President
1990
CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16TH day of JULY
1991 by John E. Abdo, as President of Hammock Homes, Inc., a Florida corporation, on behalf
of the corporation.

My commission expires: 05/01/93

Christine Transleau
Notary Public, State of Florida

OFFICIAL NOTARY SEAL
CHRISTINE TRANSLEAU
MY COM. EXP. 5/1/93

JUL 17 2 55 PM '91

RI 16570FC0954

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
CELIENE BRUCE
COUNTY ADMINISTRATOR

91177457

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 3rd day of May 1991, by HAMMOCK HOMES, INC., a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES (the "Declaration") to be recorded in the Official Records Book 15681, Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, the Directors of the Association feel that everyone should have a photocell installed on the outside yard light so that the light goes on and off automatically because the community was designed without street lights and as such, this outside yard light would be the only outside lighting the community would have; and,

WHEREAS, the Association had a formal meeting on Monday, April 29, 1991 and held a formal vote on this item and the majority voted to have the installation of photocells be mandatory;

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as follows:

All members shall have a photocell switch installed on the outside yard light and have this light illuminated during the hours of darkness with a bulb that produces at least 75 watts of illumination.

IN WITNESS WHEREOF, HAMMOCK HOMES, INC., a Florida corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written.

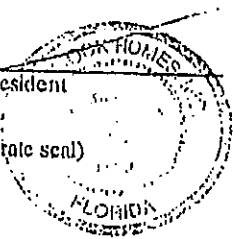
WITNESSES:

HAMMOCK HOMES, INC. a Florida corporation

John E. Abdo
Christine Transleau

By: *John E. Abdo*
John E. Abdo, President

(corporate seal)



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of May, 1991 by John E. Abdo, as President of Hammock Homes, Inc., a Florida corporation, on behalf of the corporation.

My commission expires:

Christine Transleau
Notary Public, State of Florida



"OFFICIAL NOTARY SEAL"
CHRISTINE TRANSEAU
MY COM. EXP. 8/1/93

Prepared by: John E. Abdo

To be returned to:

1350 NE 56 St
Fort Lauderdale, FL 33334

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

MAY 6 2 11 PM '91

BR18368P60613

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91091911

AMENDMENT TO
DECLARATION OF RESTRICTIONS FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 21st day of FEBRUARY, 1991, by
HAMMOCK HOMES, INC., a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN
HAMMOCKS ESTATES (the "Declaration") to be recorded in the Official Records Book 15681,
Page 328, of the Public Records of Broward County, Florida; and,

WHEREAS, the Declaration provides in Article IV, Section 1, obligations for lawn and pool
maintenance as follows: "In addition to maintenance upon the COMMON PROPERTIES, the
ASSOCIATION shall provide all lawn, landscaping, and pool maintenance upon each LOT that is
subject to assessment under ARTICLE V hereof. It is the intent of this Restriction that all
landscaping within the community and all pools appurtenant to individual residences shall be
maintained by the company or companies engaged by the ASSOCIATION, in order to promote
aesthetics continuity and security within the private community. No landscape maintenance
subcontractors or pool maintenance subcontractors shall be permitted on the property unless they
have been hired by the ASSOCIATION."; and

WHEREAS, pursuant to Article VIII of said Declaration, SUBDIVIDER reserved the right, in its
sole discretion, to modify, amend, waive or add to said Declaration of Restrictions, or any part
thereof, so long as it holds title to any lot in the subdivision; and,

WHEREAS, Chrisdon Custom Homes Corporation, a Florida corporation ("Chrisdon") has
assigned all right, title and interest as "subdivider" under the Declaration to SUBDIVIDER,
pursuant to that certain General Assignment dated November 29, 1990 from Chrisdon as
Assignor, in favor of SUBDIVIDER, as Assignee; and,

WHEREAS, SUBDIVIDER has now acquired lots in the subdivision and now wishes to make
them subject to said Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends and modifies said Declaration of
Restrictions so that Article IV, Section 1 provides for the following:

Each owner is hereby permitted and required to hire their own respective landscape
maintenance subcontractor and pool maintenance subcontractor to maintain same for their
individual residence consistent with all requirements contained within the Declaration. The
Association will not hire these subcontractors for any work to be done on the owner's property.

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as
follows:

SUBDIVIDER declares that the following described real property is and shall be held,
transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of Restrictions for HIDDEN
HAMMOCKS ESTATES:

Lots 45, 60, and 62, Block A, HIDDEN HAMMOCKS ESTATES, according to the Plat
thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County,
Florida.

Prepared by and
to be returned to:

John E. Abdo
1350 NE 56 St
Fort Lauderdale, FL 33334

891 11 21 9:32

BK 18205 PG 0426

9150

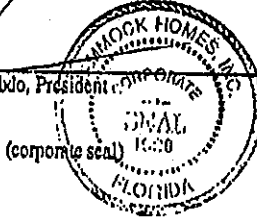
IN WITNESS WHEREOF, HAMMOCK HOMES, INC., a Florida corporation, hereby executes this Amendment in its name, by the undersigned authorized officers, the day and year first above written.

WITNESSES:

Abraham D. Blum
Christine A. ...

HAMMOCK HOMES, INC. a Florida corporation

By: John E. Abdo, President



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of January, 1991 by John E. Abdo, as President of Hammock Homes, Inc., a Florida corporation on behalf of the corporation.

My commission expires: 05/01/93

Christine A. ...
Notary Public, State of Florida

"OFFICIAL NOTARY SEAL"
CHRISTINE TRAILSLEAU
MY COMM. EXP. 5/1/93

JOINDER OF MORTGAGEE

BANKATLANTIC, a Federal Savings Bank, herein called the Mortgagee, the owner and holder of a Mortgage upon the lands described herein, joins in the making of the foregoing Amendment to the Declaration of Restrictions.

BANKATLANTIC, a Federal Savings Bank

By: Marcin Snyder
Marcin Snyder,
Executive Vice President

ATTEST:

By: Mary H. ...
Mary H. ... Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of January, 1991 by Marcin Snyder, as Executive Vice President of BankAtlantic, a Federal Savings Bank, on behalf of the bank.

My commission expires:

Notary Public, State of Florida
My Commission Expires July 20, 1991

John E. ...
Notary Public, State of Florida

BR 1820560427

RECORDED IN THE OFFICIAL RECORDS OF
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

89463945

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

89 NOV 17 PM 4:23

THIS AMENDMENT made this 29th day of September, 1989, by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in Official Records Book 15681, at Page 328, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to Article VIII of said Declaration, SUBDIVIDER reserved the right to amend said Declaration of Restrictions in order to include additional lots of subdivision as SUBDIVIDER acquired title to such lots; and

WHEREAS, SUBDIVIDER subsequently amended said Declaration and recorded said amendments in Official Records Book 16113, Page 370; Official Records Book 16355, Page 316; Official Records Book 16375, Page 881; Official Records Book 16455, Page 662; and Official Records Book 16508, Page 536.

WHEREAS, SUBDIVIDER has now acquired additional lots in the subdivision and now wishes to make them subject to said Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens set forth in the Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES:

Lot 32, of Block A; Lots 24 and 35, of Block D, HIDDEN HAMMOCKS ESTATES, according to the plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, hereby executes this Amendment in its name, by the undersigned authorized officers the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation

Witnesses:

Katherine D. DePre
Amanda B. Brewer

By: [Signature]
WILLIAM R. DRESBACK, VICE PRESIDENT
(Corporate Seal)

RE 18938PG0297

11/17/89

RETURN TO: ROBERTA D. BARTLEY, ESQ.,
McCurry, Hansen

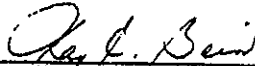
STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM R. DRESBACK, well known to me to be the Vice Pres. of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 1989.

My commission expires:



Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES NOV. 25, 1991.
BONDED THIRD CLASS NOTARY PUBLIC UNDERWRITERS.

AK-18938850298

JOINDER OF MORTGAGEE

AmeriFirst Bank, A Federal Savings Bank, herein called Mortgagee, the owner and holder of a Mortgage upon Lot 35, Block D of HIDDEN HAMMOCKS ESTATES, according to the plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida, joins in the making of the foregoing Amendment to the Declaration of Restrictions.

AMERIFIRST BANK, A FEDERAL SAVINGS BANK

By: Mary Margaret Fittel

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 19th day of ~~September~~ ^{October}, 1989, before me, the undersigned authority, personally appeared Mary Margaret Fittel, to me well known to be the Asst. Vice President of AMERIFIRST BANK, A Federal Savings Bank, who executed the foregoing Amendment of Declaration of Restrictions of Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of ~~September~~ ^{October}, 1989.

[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES AUG. 30, 1990.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

BK 10888P60299

JOINDER OF MORTGAGEE

American Savings and Loan Association of Florida, herein called Mortgagee, the owner and holder of Mortgages upon Lot 24, Block D; and Lot 32, Block A; of HIDDEN HAMMOCKS ESTATES, according to the plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida, joins in the making of the foregoing Amendment to the Declaration of Restrictions.

AMERICAN SAVINGS AND LOAN
ASSOCIATION OF FLORIDA

By: *Paul W. Leathe*
Paul W. Leathe
Senior Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 9th day of November, 1989, before me, the undersigned authority, personally appeared Paul W. Leathe, to me well known to be the Sr. Vice President of AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA, who executed the foregoing Amendment of Declaration of Restrictions of Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of November, 1989.

Margo Y. Rodgers
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 16, 1992
BONDED THRU GENERAL INS. UND.

BR 4898863300

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

89233770

87-233770

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 8th day of June, 1989,
by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation,
hereinafter called SUBDIVIDER,

W I T N E S S E T H I

WHEREAS, SUBDIVIDER has caused a Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in
Official Records Book 15681, at Page 328, of the Public
Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said
Declaration, SUBDIVIDER reserved the right to amend said
Declaration of Restrictions in order to include additional
lots of subdivision as SUBDIVIDER acquired title to such lots;
and,

WHEREAS, SUBDIVIDER has now acquired additional lots
in the subdivision and now wishes to make them subject to said
Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said
Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real
property is and shall be held, transferred, sold, conveyed and
occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES:

Lot 46, Block A, HIDDEN HAMMOCKS ESTATES,
according to the plat thereof, as recorded in Plat
Book 134, Page 50, of the Public Records of Broward
County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES
CORPORATION, a Florida corporation, hereby executes this
Amendment in its name, by the undersigned authorized officers
the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation,

(CORPORATE SEAL)

Witnesses:

[Signature]
[Signature]

By: [Signature]
Laurie J. Prost, President

39 JUN 8 1989

BK 15681 PG 536

RETURN TO →

WILLIAM E. BLYLER
Attorney at Law
9900 West Sample Road
104 Hendon, FL 33431

150

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAURIE J. FROST, well known to me to be the President of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1989.


Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires 1991

NOTARY PUBLIC
L. A. NESTER
1989

BMT6806PC0537

PREPARED BY:

WILLIAM E. BLYLER, P.A.
9900 W. Sample Road, Ste. 404
Coral Springs, FL 33065

89203681

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

JUL 22 2 36

THIS AMENDMENT made this 19th day of May, 1989,
by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation,
hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in
Official Records Book 15681, at Page 328, of the Public
Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said
Declaration, SUBDIVIDER reserved the right to amend said
Declaration of Restrictions in order to include additional
lots of subdivision as SUBDIVIDER acquired title to such lots;
and,

WHEREAS, SUBDIVIDER has now acquired additional lots
in the subdivision and now wishes to make them subject to said
Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said
Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real
property is and shall be held, transferred, sold, conveyed and
occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES:

Lot 28, Block D, HIDDEN HAMMOCKS ESTATES,
according to the plat thereof, as recorded in Plat
Book 134, Page 50, of the Public Records of Broward
County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES
CORPORATION, a Florida corporation, hereby executes this
Amendment in its name, by the undersigned authorized officers
the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation,

(CORPORATE SEAL)

By: Laurie J. Frost
Laurie J. Frost, President

Witnesses:

Margaret DeStefano
Joyce D. Clowers

MAY 22 1989

RETURN TO →


WILLIAM F. RYLER
Attorney at Law
9900 W. 11th Sample Road
Suite 404, Hanover Bank Bldg.
Coral Springs, Florida 32065

2/10/89

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAURIE J. FROST, well known to me to be the President of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of May, 1989.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 10-15-1991
COMMISSION NO. 123456789

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

099-9888-660

PREPARED BY:

WILLIAM E. BLYLER, P.A.
9900 W. Sample Road, Ste. 404
Coral Springs, FL 33065

89160590

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 20th day of April, 1989,
by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation,
hereinafter called SUBDIVIDER,

W I T N E S S E T H :

WHEREAS, SUBDIVIDER has caused a Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in
Official Records Book 15681, at Page 328, of the Public
Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said
Declaration, SUBDIVIDER reserved the right to amend said
Declaration of Restrictions in order to include additional
lots of subdivision as SUBDIVIDER acquired title to such lots;
and,

WHEREAS, SUBDIVIDER has now acquired additional lots
in the subdivision and now wishes to make them subject to said
Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said
Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real
property is and shall be held, transferred, sold, conveyed and
occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES;

Lot 48, Block A, HIDDEN HAMMOCKS ESTATES,
according to the plat thereof, as recorded in Plat
Book 134, Page 50, of the Public Records of Broward
County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES
CORPORATION, a Florida corporation, hereby executes this
Amendment in its name, by the undersigned authorized officers
the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation,

(CORPORATE SEAL)

By: L. J. Frost
Laurie J. Frost, President

Witnesses:

Nancy B. Webster
Nancy B. Webster

89160590

89160590

WILLIAM E. BUTLER
Attorney at Law
9000 West U.S. 19th Road
Suite 404 Manover Bank Bldg.
Coral Springs, Florida 33065

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAURIE J. FROST, well known to me to be the President of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of April, 1989.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 31, 1990
BONDED THRU GENERAL TAG. 888.



PREPARED BY:

WILLIAM E. BLYLER, P.A.
9900 W. Sample Road, Ste. 404
Coral Springs, FL 33065

BM 16375PC0882

-2-

MISSOURI STATE RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

09149504

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

THIS AMENDMENT made this 13th day of April, 1909,
by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation,
hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in
Official Records Book 15681, at Page 328, of the Public
Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said
Declaration, SUBDIVIDER reserved the right to amend said
Declaration of Restrictions in order to include additional
lots of subdivision as SUBDIVIDER acquired title to such lots;
and,

WHEREAS, SUBDIVIDER has now acquired additional lots
in the subdivision and now wishes to make them subject to said
Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said
Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real
property is and shall be held, transferred, sold, conveyed and
occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES:

Lots 22 and 39, of Block D, HIDDEN HAMMOCKS ESTATES,
according to the plat thereof, as recorded in Plat
Book 134, Page 50, of the Public Records of Broward
County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES
CORPORATION, a Florida corporation, hereby executes this
Amendment in its name, by the undersigned authorized officers
the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation,

(CORPORATE SEAL)

Witnesses:

Nancy B. Akshon
Joseph J. Cleaver

By: [Signature]
James M. Morgan, President

APR 13 1909

BK 163586:316

WILLIAM E. JUVON
Attorney at Law
600 W. Chesapeake Bldg.
No. 111, N. W. Cor. 4th and B.
St. Petersburg, Florida 33702

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES M. MORGAN, well known to me to be the President of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of April, 1989.

Joseph A. Clawson
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 15, 1991
OFFICE: 1000 EASTWIND DR., SUITE 100



BK16355760317

PREPARED BY:

WILLIAM E. BLYLER, P.A.
9900 W. Sample Road, Ste. 404
Coral Springs, FL 33065

RECORDED IN THE OFFICIAL RECORDS BOOKS
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

RETURN TO →

WILLIAM BLYLER
Attorney at Law
9900 West Sample Road
Suite 404, Hanover Bank Bldg
Orlando, Florida 32835

AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
HIDDEN HAMMOCKS ESTATES

89018242

THIS AMENDMENT made this 11th day of January, 1989,
by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation,
hereinafter called SUBDIVIDER,

WITNESSETH:

WHEREAS, SUBDIVIDER has caused a Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES to be recorded in
Official Records Book 15681, at Page 328, of the Public
Records of Broward County, Florida; and,

WHEREAS, pursuant to Article VIII of said
Declaration, SUBDIVIDER reserved the right to amend said
Declaration of Restrictions in order to include additional
lots of subdivision as SUBDIVIDER acquired title to such lots;
and,

WHEREAS, SUBDIVIDER has now acquired additional lots
in the subdivision and now wishes to make them subject to said
Declaration of Restrictions,

NOW, THEREFORE, SUBDIVIDER hereby amends said
Declaration of Restrictions as follows:

SUBDIVIDER declares that the following described real
property is and shall be held, transferred, sold, conveyed and
occupied subject to the restrictions, covenants, servitudes,
impositions, charges and liens set forth in the Declaration of
Restrictions for HIDDEN HAMMOCKS ESTATES:

Lots 14 through 18, inclusive, and 54 through
57, inclusive, of Block A; Lots 1 through 5, inclu-
sive, of Block C; Lots 1 through 19, inclusive, and
Lots 47 through 53, inclusive, of Block D, HIDDEN
HAMMOCKS ESTATES, according to the plat thereof,
as recorded in Plat Book 134, Page 50, of the
Public Records of Broward County, Florida.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES
CORPORATION, a Florida corporation, hereby executes this
Amendment in its name, by the undersigned authorized officers
the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION,
a Florida corporation,

(CORPORATE SEAL)

Witnesses:

By: *James M. Morgan*
James M. Morgan, President

Robert J. ...
Robert J. ...

89 JAN 13 PM 12 19

BR# 6113PGN790

17-252

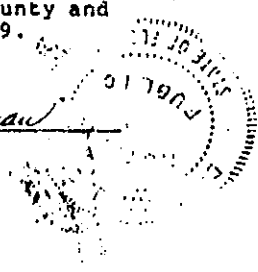
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES M. MORGAN, well known to me to be the President of CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment to Declaration of Restrictions, in the presence of the subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of January, 1989.



Notary Public



My commission expires:

Notary Public, State of Florida
My Commission Expires March 31, 1991
Broward 1989 1001 Not - 000000000000

BK 6113P60791

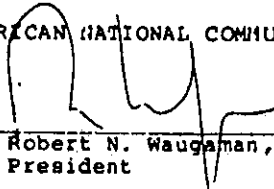
PREPARED BY:

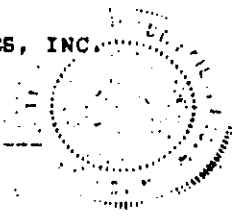
WILLIAM E. BLYLER, P.A.
9900 W. Sample Road, Ste. 404
Coral Springs, FL 33065

JOINDER OF MORTGAGEE

American National Communities, Inc., a Florida corporation, herein called the Mortgagee, the owner and holder of a Mortgage upon the lands described herein, joins in the making of the foregoing Amendment to Declaration of Restrictions.

AMERICAN NATIONAL COMMUNITIES, INC.

By: 
Robert N. Waugaman,
President

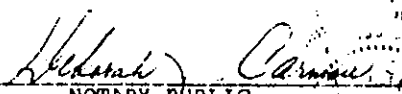


ATTEST:

By: _____
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 11th day of January, 1989, before me, the undersigned authority, personally appeared ROBERT N. WAUGAMAN, to me well known to be the person who executed the foregoing Declaration of Restrictions for Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.


NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires March 3, 1991
Should You See Any Notaral Act

BK 6113P6-792

JOINDER OF MORTGAGEE

BankAtlantic, a Federal Savings Bank, herein called the Mortgagee, the owner and holder of a Mortgage upon the lands described herein, joins in the making of the foregoing Amendment to Declaration of Restrictions.

BankAtlantic, a Federal Savings Bank

By: [Signature]
James A. Gordon, Senior
Vice President

ATTEST:

By: _____
Asst. Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 11th day of January, 1989, before me, the undersigned authority, personally appeared JAMES A. GORDON, to me well known to be the person who executed the foregoing Declaration of Restrictions for Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

[Signature]
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires March 3, 1991
Should This Text Not Appear Here

RECEIVED AT THE CLERK'S OFFICE
OF THE COUNTY OF BROWARD, FLORIDA
I. A. HILSTER
COUNTY CLERK

BR16113PC-793

M/C B/12

DECLARATION OF RESTRICTIONS
FOR
88318027 HIDDEN HAMMOCKS ESTATES

THIS DECLARATION made this _____ day of _____, 1988, by CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, hereinafter called SUBDIVIDER.

WITNESSETH:

WHEREAS, SUBDIVIDER, presently having its principal place of business in Coral Springs, Florida, is the record owner of a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, SUBDIVIDER declares that the following described real property is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth.

Said real property subject to the Restrictions is:

Lots 1 through 11, inclusive of Block A; Lot 63, Block A; Lots 3 through 19, inclusive of Block B; Lots 1 through 5, inclusive of Block D; Lot 59, Block D; Lots 3 through 19, inclusive of Block E, HIDDEN HAMMOCKS ESTATES, according to the Plat thereof, as recorded in Plat Book 134, Page 50 of the Public Records of Broward County, Florida.

SUBDIVIDER shall, from time to time, subject additional lots in the SUBDIVISION (as defined herein), to these Restrictions. It is the intent of the SUBDIVIDER to eventually subject all land within the plat at HIDDEN HAMMOCKS ESTATES to these Restrictions.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration of Restrictions shall have the following meanings:

Section 1

"SUBDIVISION" shall mean and refer to the plat of HIDDEN HAMMOCKS ESTATES, according to the Plat thereof, as recorded in Plat Book 134, Page 50, of the Public Records of Broward County, Florida.

Section 2

"SUBDIVIDER" shall mean and refer to CHRISDON CUSTOM HOMES CORPORATION, presently having its principal place of business in Coral Springs, Florida, its successor or assigns of any or all of its rights under this Declaration.

Section 3

"OWNER" shall mean and refer to every person or persons, or entity or entities, who or which are the record owners of a fee interest in any lot in the SUBDIVISION, their heirs, successors, legal representatives or assigns.

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Section 4

"ASSOCIATION" shall mean and refer to HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. A copy of the Articles of Incorporation of the Association is attached hereto as "Exhibit "A".

Section 5

"LOT" shall mean any designated lot within the SUBDIVISION.

Section 6

"COMMON PROPERTY" shall mean and refer to all real and/or personal property which the ASSOCIATION owns or in which the ASSOCIATION has an interest, including without limitation, a right of use for the common use and enjoyment of the members of the ASSOCIATION.

Section 7

"INSTITUTIONAL MORTGAGEE" shall mean and refer to a bank, savings and loan association, FHA approved lending institution, recognized pension fund investing in mortgages, or insurance company having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

ARTICLE II

MEMBERSHIP AND VOTING RIGHT IN THE HOMEOWNERS ASSOCIATION

Every person or entity who or which is a record fee simple owner of a LOT, including the SUBDIVIDER, at all times as long as it owns any part of the property subject to this Declaration of Restrictions, shall be a member of the ASSOCIATION provided that any such person or entity who or which holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any LOT which is subject to assessment. Owners of LOTS shall represent themselves in person or by proxy.

ARTICLE III

ASSOCIATION PROPERTIES

Section I

Acquisition and Ownership. The ASSOCIATION shall acquire and keep and maintain for the benefit of all of the OWNERS of LOTS in the SUBDIVISION:

(a) Any and all portions of the Property dedicated to the "Homeowner's Association" pursuant to any Plat, and it is hereby expressly acknowledged that the ASSOCIATION is the "Homeowner's Association" referred to on any such Plat.

(b) Any area designated on a Plat as a landscaped buffer, or easement, whether or not said area is within any LOT.

(c) Any other portion of the Plat other than a LOT, and other than a public thoroughfare or parcel dedicated to the public or any governmental authority.

(d) Any property within the Plat which is hereafter conveyed to the ASSOCIATION or for which the ASSOCIATION is granted an Easement.

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(e) In addition, the ASSOCIATION may in its discretion maintain any portion of the Plat which is dedicated to the public or which is dedicated or conveyed to any governmental authority, where the ASSOCIATION deems such maintenance to be in the best interest of the residents of the property. (All herein called the "COMMON PROPERTY".) All of the maintenance contracts and other contractual obligations to be performed by or on behalf of the ASSOCIATION upon the COMMON PROPERTY shall be terminable at will by the ASSOCIATION upon thirty (30) days notice.

Section 2

Members Easements of Enjoyment. Upon acquisition by the ASSOCIATION of any COMMON PROPERTY, except landscape buffers located on a LOT, and subject to the provisions and limitations of Section 3 below, each member shall have a non-exclusive right of easement of enjoyment to the COMMON PROPERTY, which easement shall be appurtenant to and shall pass with title to each LOT.

Section 3

Limitation. The rights and easements of enjoyment of the COMMON PROPERTY created pursuant to Section 2 above, shall be subject to the following:

- a) The ASSOCIATION shall have the right to prescribe such rules and regulations for the use of the COMMON PROPERTY as the ASSOCIATION may deem necessary for the health, safety and welfare of the members and OWNERS, including, without limitation, regulation regarding swimming, boating, fishing and other use of Water Management Areas.
- b) The ASSOCIATION shall have the right to dedicate or transfer or grant easements in or over all or any part of the COMMON PROPERTY to any public agency, authority or utility for utility purposes or for other public purposes and subject to such conditions as may be agreed to by the ASSOCIATION in accordance with its Articles of Incorporation and By-Laws.
- c) SUBDIVIDER or the ASSOCIATION and their successors and assigns shall have the right and easement to construct on, over, under and across the COMMON PROPERTY and to maintain thereon water, electric, gas, telephone and other utility facilities and water management and water retention drainage systems as the ASSOCIATION or the SUBDIVIDER, or either of them, may deem necessary or desirable to serve the SUBDIVISION or any part thereof, together with the right of the SUBDIVIDER and/or the ASSOCIATION to grant easements to others for like purposes.
- d) ALL INSTITUTIONAL MORTGAGEES holding mortgages on LOTS shall have a complete right of access to all of the COMMON PROPERTY for the purposes of ingress and egress to any and all LOTS upon which they have a mortgage lien, as may be provided in their mortgage documents.

Section 4

No Liability of Subdivider. Notwithstanding anything to the contrary herein contained, the SUBDIVIDER shall not be responsible for the landscaping, upkeep, or maintenance of the COMMON PROPERTY or of any easement area or any utilities or improvements that may be located in, on, or under any such COMMON PROPERTY, or easements which may be served by them; provided that SUBDIVIDER may, but shall not be required to, install and maintain landscaping, fencing and signs upon the COMMON PROPERTY or other easements which are the responsibility of the ASSOCIATION as the SUBDIVIDER may deem necessary or appropriate for the development of the

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SUBDIVISION and the sale of LOTS.

ARTICLE IV

OBLIGATIONS FOR LAWN AND POOL MAINTENANCE

Section 1

In addition to maintenance upon the COMMON PROPERTIES, the ASSOCIATION shall provide all lawn, landscaping, and pool maintenance upon each LOT that is subject to assessment under ARTICLE V hereof. It is the intent of this Restriction that all landscaping within the community and all pools appurtenant to individual residences shall be maintained by the company or companies engaged by the ASSOCIATION, in order to promote aesthetic continuity and security within the private community. No landscape maintenance subcontractors, or pool maintenance subcontractors shall be permitted on the property unless they have been hired by the ASSOCIATION.

Section 2

The cost of such assessment shall be assessed against the LOT upon which such maintenance is done, and shall be added to and become part of the maintenance assessment or charge to which such LOT is subject under ARTICLE V hereof, and as part of such assessment or charge it shall be a lien and obligation of the OWNER and shall become due and payable in all respects as provided in ARTICLE V hereof.

Section 3

For the purpose solely of performing the maintenance authorized by this Article, the ASSOCIATION through its duly authorized agents, employees or independent contractors shall have the right to enter upon any LOT at reasonable hours on any day except Saturday or Sunday.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1

Creation of Lien and Personal Obligation of Assessments. The OWNER of any LOT (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall thereupon be deemed to covenant and agree to pay the ASSOCIATION any monthly assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and cost of collection thereof (including reasonable attorney's fees through any appellate proceeding) shall be a charge on the land and shall be in accordance with Section 5 of this Article a continuing lien upon the LOT against which each such assessment is made, and shall also be the personal obligation of the OWNER.

Section 2

Purpose of Assessment. The monthly and special assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting community

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maintenance and appearance, in addition to, the recreation, health, safety and welfare of the residents of the properties covered by this Declaration of Restrictions including but not limited to the cost of taxes, insurance, labor, equipment, material, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the ASSOCIATION and undertaken by it.

Section 3

Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each LOT covered by this Declaration of Restrictions, provided however, that the ASSOCIATION may allow a maintenance credit for any home without a pool.

Section 4

Date of Commencement of Annual Assessment. The monthly assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Board. No assessment shall be issued on any lot until a Certificate of Occupancy has been issued for the residence thereon.

Section 5

Effect of Non-Payment of Assessment. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property as of the date of recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. Said lien shall bind such property in the hands of the owner, his heirs, devisee, personal representatives and assigns. Said lien (or any other monies due pursuant to this Declaration) shall be subordinate to the lien of any first mortgage of any INSTITUTIONAL MORTGAGEE, encumbering any LOT now or hereafter placed upon the COMMON PROPERTY or LOTS subject to assessment thereunder, provided further, that any INSTITUTIONAL MORTGAGEE who acquires title at a foreclosure sale, or any INSTITUTIONAL MORTGAGEE acquiring a deed in lieu of foreclosure shall not be responsible for the payment of any assessments that have accrued prior to the date upon which possession or title is so obtained. Any unpaid assessment which cannot be collected as a Lien against any LOT by reason of the provision of this Section 5, shall be deemed to be an assessment divided equally among, payable by, and a Lien against all LOTS subject to assessment by the assessing ASSOCIATION, excluding the LOTS as to which the foreclosure or conveyance in lieu of foreclosure took place in the manner and procedure aforesaid. No amendment shall alter this subordination provision without the prior written consent of the INSTITUTIONAL MORTGAGEE enjoying said protection.

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ARTICLE VI
GENERAL RESTRICTIONS

Section 1

Use Restrictions. With the exception of models, construction and sales centers used by the SUBDIVIDER, lands herein described and ultimately to be included as subject to this Declaration of Restrictions may be used for residential purposes only, and for no other purposes. No business buildings may be erected on said lands and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the SUBDIVIDER may utilize one or more LOTS for a sales office or models and/or construction office or compound for so long as SUBDIVIDER, its successors or assigns shall own any LOT in the SUBDIVISION, and SUBDIVIDER shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office or models and/or construction office or compound so long as said persons or entities may own any LOT in the SUBDIVISION.

Section 2

Plans, Specifications, and Locations of Buildings. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces, barbecue pits, trellises, swing sets, basketball goals, or wooden decks shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the SUBDIVIDER or ASSOCIATION, in writing, before any construction has begun. Failure to submit the plans, specifications, colors, location, and plot plan, in detail and to scale, or failure to acquire the approval of the SUBDIVIDER or ASSOCIATION shall be deemed a material breach of this restriction. The SUBDIVIDER or ASSOCIATION shall have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be removed forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from the City of Coral Springs Building Department, or other appropriate authority the necessary technical data with regard to construction elevations prior to the start of any construction. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the SUBDIVIDER or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on any LOT shall be permitted that, in the sole judgement of SUBDIVIDER or ASSOCIATION, would be inharmonious or discordant, or incongruous for the SUBDIVISION.

The plans and specifications shall contain a sealed plot plan to scale showing adequate provision for landscaping, including the planting of trees and shrubs on the LOT. The determination of whether adequate provisions have been made for landscaping shall be within the sole judgment of SUBDIVIDER or ASSOCIATION. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and

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specifications. All areas not covered by buildings, structures, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as lawn unless approved as part of the landscaping plan.

Section 3

Mailboxes and Lights. The location, style and type of mailbox and exterior lights must be approved in writing by SUBDIVIDER or ASSOCIATION prior to installation.

Section 4

Garages and Storage Area. No garage shall be erected which is separate from the main building, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected which is separated from the building. Garage doors may only be opened for ingress and egress. Garage doors must remain closed at all other times.

Section 5

Walls and Fences. No wall or fence shall be constructed with a height of more than five (5') feet above the ground level of adjoining property, without written approval by SUBDIVIDER or ASSOCIATION. No wall or fence shall be constructed on any LOT until its height, type, design, color, composition and location shall have been approved in writing by SUBDIVIDER or ASSOCIATION. Only brown vinyl chain link fences will be allowed. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to heights shall be resolved by SUBDIVIDER or ASSOCIATION, whose decision shall be final. All fences shall be located no less than twenty-four (24") inches inside of the property line. The twenty-four (24") inch fence setback area shall be planted with a continuous hedge outside the fence no less than twenty-four (24") inches in height and eighteen (18") inches on center at the time of installation.

Section 6

Antennas and Flagpoles. No outside antennas, antenna poles, antenna dishes, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. No more than one (1) flagpole per LOT for display of the American flag only will be permitted and the flagpole design and location must be first approved in writing by SUBDIVIDER or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved in writing by SUBDIVIDER or ASSOCIATION.

Section 7

Accessory or Temporary Buildings. No tents and no accessory (including dog houses) or temporary buildings or structures shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION.

Section 8

Garbage Containers, Oil and Gas Tanks, Air Conditioners, and Solar Collectors.

(a) All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool

equipment, pumps and housing, must be underground or placed in landscaped or walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER, and adequate shielding must be installed as required by SUBDIVIDER or ASSOCIATION.

(b) All air conditioning units shall be hidden so they shall not be visible from any street or adjacent property. Window or wall air conditioning units shall not be permitted.

(c) Solar collectors shall be allowed only in locations approved by the SUBDIVIDER. Any approval of solar collector locations shall require that the device not be visible from adjoining property within the SUBDIVISION. Examples of approvable locations shall include incorporation of the devices in driveways, pool decks and screen enclosures. Any collector not architecturally incorporated into property improvements shall be suitably screened from adjoining property. Solar devices utilizing roof panels visible from any other LOT shall not be allowed in any location.

Section 9

Clothes Drying Area. Any clothesline(s) must be screened from any adjoining property.

Section 10

Nuisances, Animals and Pets. No person, including any Owner, Lessee, Invitee, Permittee, or Occupant of any LOT or part thereof shall do or permit any act or omission which may be, become, or cause an annoyance or nuisance to the neighborhood, and without limiting the generality of the foregoing:

(a) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any LOT, excepting only that dogs, cats and other household pets may be kept upon Lots improved with Dwelling Units provided that:

(1) They are not kept, bred, or maintained for any commercial purpose;

(ii) No more than two (2) such animals may be kept on any LOT;

(iii) No person keeping such animal shall permit it to go or stray upon any other LOT without the permission of the OWNER thereof;

(iv) No OWNER shall permit any animal to stray upon any private or common area including the private streets and deposit excrement at any time.

(v) Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature.

(vi) This Section 10 shall not apply to or be restrictive with respect to reasonable construction activity on a LOT by, or on behalf of, SUBDIVIDER or its designee.

Any questions with regard to the interpretation of this

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paragraph shall be decided by SUBDIVIDER or ASSOCIATION, whose decision shall be final.

Section 11

Signs. No signs shall be erected or displayed on any LOT or on any structure, or vehicle, unless the placement and character, form, size, and time of placement of such sign be first approved, in writing, by SUBDIVIDER or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by SUBDIVIDER or ASSOCIATION. Said signs must also conform with local regulatory ordinances. No "FOR SALE" signs may be placed on the property or in any window or vehicle at any time. SUBDIVIDER may, however, utilize any signage it deems necessary in its sole discretion in connection with the marketing and construction of homes within ESTATES.

Section 12

Maintenance of Premises. In order to maintain the standards of the SUBDIVISION, no weeds, underbrush, dead or dying trees, shrubs, or plants, or other unsightly growths shall be permitted to grow or remain upon any land, and no junk, trash, refuse, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The property, buildings, improvements, landscaping and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition.

Upon the failure to maintain the property, buildings, structures, improvements, landscaping, and appurtenances to the satisfaction of the SUBDIVIDER or ASSOCIATION and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice from the SUBDIVIDER or ASSOCIATION, the SUBDIVIDER or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER, by special Assessment. Such entry shall not be deemed a trespass. If any OWNER fails to make payment within thirty (30) days after written request to do so by the SUBDIVIDER or ASSOCIATION, then the payment requested shall be deemed delinquent and shall, together with interest thereon at the highest rate permitted by law and cost of collection (including reasonable attorney's fees) thereupon become a charge on the land and a continuing lien on the LOT upon which the improvements and corrections were made, all in accordance with Article V hereof.

Section 13

Notices to SUBDIVIDER and HOMEOWNER'S ASSOCIATION. Notices to SUBDIVIDER and ASSOCIATION or requests for approval of plans, specifications and location of buildings or signs, shall be in writing and delivered or mailed to SUBDIVIDER or ASSOCIATION, at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by SUBDIVIDER or ASSOCIATION.

Section 14

Notice to Owner. Notice to any OWNER of a violation of any of these Restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of

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Broward County, Florida.

Section 15

Trucks, Commercial and Recreational Vehicles, Mobile Homes, Boats, Campers, Trailers, and Buses. No truck or commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck or commercial vehicles of any kind shall be parked overnight, and no boats, boat trailers, buses or trailers of any kind, campers, recreational vehicles, motor homes, or mobile homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or a residence, either permanent or temporary. None of the above shall restrict SUBDIVIDER or its Subcontractors during the construction of homes.

Section 16

No Subdivision. None of the LOTS in the SUBDIVISION shall be divided or sold except as a whole, without the written approval of the SUBDIVIDER or ASSOCIATION, and without conformance with the Zoning and Subdivision Ordinances of Broward County, Florida.

Section 17

Utility Easements. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and drainage district facilities, and for such other purposes incidental to the development of the property, those easements shown upon the recorded plat of this SUBDIVISION, each being designated "Utility Easement", and there is hereby further reserved for a term of five (5) years from the date of this instrument by the SUBDIVIDER, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other further public service facilities as SUBDIVIDER may deem necessary along through, in, over and under a strip of land twelve (12') feet in width or six (6') feet in width, being six (6') feet as measured at right angles, from all sides, front and rear lot lines in the aforesaid SUBDIVISION. The SUBDIVIDER will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in five (5) years.

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Section 18

Non-Liability of SUBDIVIDER. The SUBDIVIDER herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

Section 19

Filling In. No LOT shall be increased in size by filling in the water on which it abuts, and the slope of the canal and lake banks shall be maintained by the OWNER.

Section 20

Owner Compliance. The covenants, restrictions, and servitudes imposed by this Declaration of Restrictions shall

apply not only to OWNERS, but also to any person, or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

Failure of the OWNER to notify said persons or occupants of the existence of said Restrictions shall not in any way act to limit or divest the right of SUBDIVIDER or ASSOCIATION of enforcement of these Restrictions, and in addition, the OWNER shall be responsible for all violations of these Restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

Section 21

Buffer Wall Located Within Planting Easement and Utility Easement. SUBDIVIDER hereby reserves unto itself, its successors and assigns, a concurrent easement for the construction, reconstruction, maintenance, repair, alteration and removal of a buffer area located upon and under that property described in Exhibit "B". Said concurrent easement may be used by SUBDIVIDER if, in SUBDIVIDER'S sole judgement, ASSOCIATION has failed for any reason to maintain the buffer area in good condition. "Good Condition" for the buffer area as used herein shall mean the buffer area shall be neat, clean, safe and in good repair. "Good Condition" shall also mean replacement of any damaged or missing portions of the buffer area so that the buffer area presents a uniform and continuous appearance throughout.

(a) So long as SUBDIVIDER owns any LOT in the SUBDIVISION, prior to the commencement by ASSOCIATION of any substantial repair or alteration of the buffer area, ASSOCIATION must obtain the written approval of SUBDIVIDER for said substantial repair or alteration. The determination as to whether any repair or alteration is "substantial" shall be made in the sole discretion of SUBDIVIDER.

(b) No vehicular ingress or egress and no paving or driveways shall be permitted on, across, or through the property shown on Exhibit "B".

ARTICLE VII

DECLARATION OF RESTRICTIONS RUN WITH THE LAND

The herein contained Restrictions shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the SUBDIVIDER or ASSOCIATION for a period of thirty (30) years from the date these Restrictions are recognized, after which time the said Restrictions may be extended for successive periods of ten (10) years until an instrument signed by a majority of the then OWNERS of the LOTS has been recorded agreeing to change said Restrictions in whole or in part.

ARTICLE VIII

AMENDMENT OF RESTRICTIONS

The SUBDIVIDER may, in its sole discretion, modify, amend, waive, or add to this Declaration of Restrictions, or any part thereof, so long as it holds title to any LOT in the SUBDIVISION. The power of amendment, however, shall in

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no way impair the general and uniform plan of development originally set forth herein. The SUBDIVIDER will be from time to time amending this Declaration of Restrictions in order to include additional LOTS of the SUBDIVISION as SUBDIVIDER acquires title to such LOTS.

After the SUBDIVIDER shall no longer own any LOT (or with the consent of the SUBDIVIDER at such time as it owns any LOT), any such amendment may be effected by the ASSOCIATION upon the consent of two-thirds (2/3) of all OWNERS. Such consent of the OWNERS may be evidenced by a writing executed by the the required number thereof, or by the affirmative vote of the required number thereof, or their representative, at any regular or special meeting of the ASSOCIATION called and held in accordance with the Bylaws.

ARTICLE IX

ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these Covenants. Any costs of collection, including reasonable attorney's fees, which fees shall include those incurred by reason of any appellate proceedings, incurred in the enforcement of these Covenants, Restrictions, or liens, shall be paid by OWNER. Failure by the SUBDIVIDER or ASSOCIATION to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

SEVERABILITY CLAUSE

Invalidation of any of these Restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other Restrictions.

ARTICLE XI

EFFECTIVE DATE

This Declaration shall become effective upon recordation of this Declaration in the Public Records of Broward County, Florida.

ARTICLE XII

RIGHTS OF INSTITUTIONAL MORTGAGEES

For so long as any INSTITUTIONAL MORTGAGEE shall hold a first mortgage upon any LOT, or shall be the owner of any portion of HIDDEN HAMMOCKS ESTATES, such INSTITUTIONAL MORTGAGEE shall have the following rights:

a) To be given timely notice of any condemnation loss or any casualty loss which affects a material portion of the COMMON PROPERTY, or any LOT encumbered by the INSTITUTIONAL MORTGAGEE'S mortgage.

b) To be given timely notice of any default in the performance by an OWNER, whose LOT is encumbered by that INSTITUTIONAL MORTGAGEE'S mortgage, of any obligation under this Declaration, the Articles of Incorporation of the ASSOCIATION, the By-Laws of the ASSOCIATION, or the rules and regulations of the ASSOCIATION as well as any

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delinquency in the payment of assessments or charges owed, which remain unpaid for a period of sixty (60) days.

c) To be given timely notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION; and

d) To pay taxes or other charges which are in default and which may or have become a charge against the COMMON PROPERTY and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the COMMON PROPERTY and the INSTITUTIONAL MORTGAGEE making such payments shall be owed immediate reimbursement from the ASSOCIATION.

Unless at least three-fourths (3/4ths) of the INSTITUTIONAL MORTGAGEES (based upon one vote for each first mortgage owed) and OWNERS (other than the SUBDIVIDER) have given their prior written approval, the ASSOCIATION shall not be entitled to:

a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the COMMON PROPERTY (the granting of easements for public utilities or for the other public purposes consistent with the intended use of such COMMON PROPERTY shall not be deemed a transfer within the meaning of the clause).

b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an OWNER.

c) By act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of LOTS, or upkeep or maintenance of the COMMON PROPERTY.

d) Fail to maintain fire and extended coverage insurance on insurable property in the COMMON PROPERTY on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost).

e) Use hazard insurance proceeds for losses to any COMMON PROPERTY or other than the repair, replacement or reconstruction of such property.

f) Amend this Declaration, the Articles or By-Laws of the ASSOCIATION, if said changes would materially affect such INSTITUTIONAL MORTGAGEES.

ARTICLE XIII

INSURANCE

Insurance covering portions of the COMMON PROPERTY shall be governed by the following provisions:

Section 1

Purchase, Custody and Payment

a) All insurance policies described herein covering portions of the COMMON PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida.

b) Each insurance policy, the agency and company issuing the policy shall be subject to the prior written

approval of the INSTITUTIONAL MORTGAGEE, which approval shall neither be unreasonably withheld nor delayed.

c) The named insured shall be the ASSOCIATION, individually, and as agent for OWNERS of LOTS, covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The OWNERS and their mortgagees shall be deemed additional insureds.

d) One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the ASSOCIATION upon request to each INSTITUTIONAL MORTGAGEE who holds a mortgage upon a LOT covered by the policy. Copies or certificates also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

e) OWNERS may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their LOT, including but not limited to their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Section 2

Coverage. The ASSOCIATION shall maintain insurance covering the following:

a) Casualty. All improvements located on the COMMON PROPERTY from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than one hundred per cent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the ASSOCIATION. Such coverage shall afford protection against:

i) Loss or Damage by Fire and Hazards covered by a standard extended coverage endorsement; and

ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the ASSOCIATION, but with combined single limit liability of not less than \$1,000,000.00 bodily injury and property damage for each accident or occurrence, and with a cross liability endorsement to cover liabilities of the Owners as a group to any OWNER, and vice versa.

c) Workmen's Compensation and other mandatory insurance, when applicable.

d) Such Other Insurance as the Board of Directors of the ASSOCIATION shall determine from time to time to be desirable.

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When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: 1) subrogation against the ASSOCIATION and against the OWNERS individually as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the ASSOCIATION, or by a member of the Board of Directors of the ASSOCIATION or by one or more OWNERS.

Section 3

Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy, or abandonment of any one (1) or more LOTS or their appurtenances or of the COMMON PROPERTY by particular OWNERS shall be assessed against and paid by such OWNERS. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 4

Benefit of INSTITUTIONAL MORTGAGEES. Certain provisions in this Section 5 entitled "Insurance" are for the benefit of INSTITUTIONAL MORTGAGEES and may be enforced by such mortgagees.

IN WITNESS WHEREOF, CHRISDON CUSTOM HOMES CORPORATION, a Florida corporation, hereby executes this Declaration of Restrictions in its name, by the undersigned authorized officers the day and year first above written.

CHRISDON CUSTOM HOMES CORPORATION

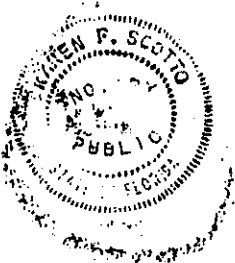
[Signature]
[Signature]

By: *[Signature]*
James M. Morgan, President



STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 30 day of July, 1988, before me, the undersigned authority, personally appeared JAMES M. MORGAN to me well known to be the person who executed the foregoing Declaration of Restriction for Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.



[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

- Notary Public, State of Florida
- My Commission Expires Oct. 22, 1991
- Bonded by The Fidelity Insurance Co.

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JOINDER OF MORTGAGEE

BankAtlantic, a Federal Savings Bank, herein called the Mortgagee, the owner and holder of a Mortgage upon the lands described herein joins in the making of the foregoing Declaration of Restrictions.

BankAtlantic, a Federal Savings Bank

By: J. A. Gordon
James A. Gordon, Senior Vice President

ATTEST:

By: L. Ann M. Fortune
Asst. Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on the 3rd day of August, 1988, before me, the undersigned authority, personally appeared JAMES A. GORDON, to me well known to be the person who executed the foregoing Declaration of Restrictions for Hidden Hammocks Estates, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

Richard J. Arman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires March 3, 1991
Revised from 1987 form - minimum fee.

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ARTICLES OF INCORPORATION
OF
HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC.
(a Corporation not for profit)

ARTICLE 1

NAME

The name of this corporation shall be HIDDEN HAMMOCKS ESTATES HOMEOWNERS ASSOCIATION, INC., (herein called the "Association").

ARTICLE 1A

DEFINITIONS

All terms used herein which are defined in the Declaration of Restrictions for HIDDEN HAMMOCKS ESTATES (herein called the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

ARTICLE 11

PURPOSES

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

- a. To promote the health, safety and social welfare of the owners of property within that area (herein called "Estates"), that is subject from time to time to the Declaration.
- b. To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, street, and other common areas, structures, and other improvements in Estates for which the obligation to maintain and repair has been delegated to the Association.
- c. To control and maintain the lakes, ponds, canals and drainage facilities in Estates.

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d. To contract for or coordinate as the Board of Directors deem appropriate, private security, fire protection, and other services but not to accept responsibility for the effectiveness of such private security, fire protection and other services.

e. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

f. To operate without profit for the sole and exclusive benefit of its members.

g. To administer and manage portions of Estates in accordance with the provisions of the Declaration for Estates.

ARTICLE III

GENERAL POWERS

The general powers of the Association shall include, without limitation, the following, provided that all powers of the Association shall be subject to, limited by and exercised solely in accordance with the provisions of the Declaration:

a. To hold funds solely and exclusively for the benefit of the members or purposes set forth in these Articles of Incorporation.

b. To promulgate, amend and enforce rules, regulation, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and in particular to enforce the provisions of the Declaration for Estates.

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

d. To purchase, lease, hold, sell, mortgage or

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

e. To establish and collect assessments to be levied against lots to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter in agreements with property owner's groups for the collection of such assessments, but only to the extent specified and permitted pursuant to the Declaration.

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

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

h. To maintain, repair, replace and operate property owned by the Association.

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

j. To enforce the provisions hereof and of the Declaration and of the By-Laws.

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k. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein or in the Declaration.

ARTICLE IV

MEMBERS AND VOTING RIGHTS

a. The members shall consist of every person or entity who is or which is a record Owner of a fee or undivided fee interest in any Lot in HIDDEN HAMMOCKS ESTATES (being more particularly described in Section (c) of this Article).

b. There shall be one (1) vote for each Lot. The vote for any Lot may not be divided and must be cast as one entire vote by the Lot Owner. In the event any Lot is owned by more than one (1) person or is owned by a corporation, the vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any such Lot.

c. Notwithstanding anything contained herein to the contrary, no vote or other action taken by members shall be effective without the prior written consent of the Subdivider so long as the same is required pursuant to Article XVI hereof.

d. The members shall have the voting rights set forth in Article II of the Declaration.

e. The Subdivider, as defined in the Declaration, shall have the right to appoint a majority of the Board of Directors as long as it owns any of the lots within Estates.

f. Written notice of the place, day and hour of all meetings of members, and in the case of a special meeting, the purpose of the meeting, shall be delivered to members by first class United States mail not less than ten (10), nor more than sixty (60) days before the date of the meeting.

ARTICLE V

REGISTERED AGENT AND OFFICE

The initial Registered Agent for services of process within

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Florida of the corporation shall be William E. Blyler, 9900 W. Sample Road, Coral Springs, Florida, which address is also designated as the initial registered office of the corporation. The registered agent and registered office may be changed at any time by action of the Board of Directors.

ARTICLE VI

ASSESSMENTS

a. The Association will obtain funds with which to operate by assessment of its members in accordance with provisions of the Declaration for Estates, as supplemented by the provisions of the By-Laws of the Association relating thereto.

ARTICLE VII

BOARD OF DIRECTORS

a. The affairs of the Association shall be governed by a Board of Directors consisting of not less than three (3) and not more than nine (9) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. Elections shall be plurality vote.

At the first annual election to the Board of Directors the Term of office of the elected Directors shall be as follows: The Director receiving the highest plurality vote shall serve for a term of two (2) years and the term of office of the other elected Directors shall be established for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election and thereafter until their successors are duly elected and qualified, or until removed from office with or without

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cause by the affirmative vote of a majority of the members which elected or appointed them.

b. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1989 and until their successors are elected or appointed and have qualified, are as follows:

NAMES AND ADDRESSES

James Michael Morgan	2817 N.E. 32 Street Lighthouse Pt. FL 33064
Michael McKnought-Smith	3731 N.E. 29 Avenue Lighthouse Pt., FL 33064
Kay E. Bein	2256 N.E. 46 Street Lighthouse Pt., FL 33064

ARTICLE VIII

OFFICERS

a. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person except the office of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

b. The names and addresses of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified are:

NAMES AND ADDRESSES

Michael McKnought-Smith President/Treasurer	3731 N.E. 29 Avenue Lighthouse Pt., FL 33064
Kay E. Bein Vice-President/Secretary	2256 N.E. 46 Street Lighthouse Pt., FL 33064

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ARTICLE IX

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE X

BY-LAWS

The Board of Directors shall adopt By-Laws and may alter or rescind such By-Laws consistent with these Articles and the Declaration.

ARTICLE XI

AMENDMENTS TO ARTICLES OF INCORPORATION

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting, at which a proposed amendment is considered.
- b. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members may express their approval of such amendment in person or by proxy at meetings considering the amendment. Such approvals must be by not less than a two-thirds (2/3) vote of all members entitled to vote.
- c. A copy of such amendment to the Articles as approved shall be accepted and certified by the Secretary of the State of Florida, and recorded in the Public Records of Broward County, Florida.
- d. No amendment shall be made which is in conflict with the Declaration of Restrictive Covenants for Hidden Hammocks Estates or any other prior restrictions affecting the Subdivision.

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that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

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

b. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

a. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership,

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

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

ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

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

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

b. Remaining assets shall be distributed to the members of the Association as tenants in common ratably in accordance to the proportion that the lots owned by the respective members bears to the total number of lots in Estates.

ARTICLE XVI

SUBDIVIDER'S RIGHTS

a. Notwithstanding anything contained in these

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Articles, the Bylaws or the Declaration of Restrictive Covenants to the contrary, so long as Subdivider holds any interest in any Lot or in any other property submitted to the jurisdiction of the Association, either as a Lot Owner or a mortgagee:

i) No vote of the members, including but not limited to any vote amending these Articles or the Bylaws, shall be effective without the written consent and approval of the Subdivider.

ii) The Subdivider shall be entitled to appoint all Directors, and no election of such Directors shall be held by the members.

iii) The Directors appointed by the Subdivider shall be entitled to appoint all officers of the Association.

b. The rights of the Subdivider set forth above may be relinquished in whole or in part by the Subdivider at any time upon written notice to the Association.

IN WITNESS WHEREOF, the said incorporator has hereunto set his hand and seal this 17th day of JUNE, 1988.

Michael McKnought-Smith
Michael McKnought-Smith

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 17th day of June, 1988, before me, the undersigned authority, personally appeared Michael McKnought-Smith to me well known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

Spencer P. Patten
NOTARY PUBLIC

MY COMMISSION EXPIRES

Notary Public, State of Florida
My Commission Expires Oct. 22, 1991
Bonded Three Year Policy - Insurance Inc.

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ACCEPTANCE

I, William E. Blyler, hereby accept the designation as Resident Agent for service of process upon HIDDEN HAMMOCKS HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, within the State of Florida, in accordance with Section 48.091, Florida Statutes.

DATED this 1st day of August, 1988.

WILLIAM E. BLYLER, P.A.

By: William E. Blyler, Esquire

SWORN TO and subscribed
before me this 1st
day of August, 1988.

Frank L. Bell
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 8, 1990
SUNSHINE STATE GENERAL INS. CO.

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EXHIBIT "B"

The South ten (10') feet of Lots 6, 7, 8, 9, 10, 11, 17, 18, 19, Block E, HIDDEN HAMMOCKS ESTATES, according to the Plat thereof, as recorded in Plat Book 134, Page 50 of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

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