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**SUPPLEMENTAL DECLARATION TO AND SECOND AMENDMENT OF THE
DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS FOR
HAMMOCK LAKES**

This Supplemental Declaration and Amendment is made on this 20th day of May, 2004, by and amount PAUL H. FREEMAN, Individually and as Trustee ("Declarant"), Hammock Lakes Associates, Ltd., a Florida limited partnership ("Associates"), and Hammock Lakes Homeowners Association, Inc., a Florida not-for-profit corporation (the "Hammock Lakes Association").

W I T N E S S E T H

WHEREAS, the Declarant caused to be filed a Declaration of Covenants, Restrictions & Easements for Hammock Lakes at O.R. Book 1169, Page 277, et. seq. of the Public Records of Indian River County, Florida (the "Hammock Lakes Declaration"); and

WHEREAS, according to the terms and provisions of the Hammock Lakes Declaration, and particularly Article XVII, Section 6, the Declarant has the right to amend certain of the terms and provisions of the Hammock Lakes Declaration; and

WHEREAS, Associates is developing the Hammock Lakes Complex with Declarant.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Article IX of the Hammock Lakes Declaration shall be amended to read as follows:

"Section 1. MEMBERS OF THE COMMITTEE. The Association shall appoint an Architectural Committee, (sometimes referred to in this Declaration as the "Committee"), which shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons (or their successors or replacements, as determined by Declarants) shall hold office until certificates of occupancy for Dwelling Units upon all Lots have been issued and all Lots and such Dwelling Units have been conveyed, or at such earlier time as the Declarant may, at its sole option, elect. Turnover of control of the Association by the Declarant

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shall not require turnover of control of the Architectural Committee by Declarant to the Board of Directors. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Declarant or the Declarant's Permittee, may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee, other than those designated by Declarant."

2. Article XVII of the Hammock Lakes Declaration shall be amended to read as follows:

"Section 6. AMENDMENTS. This Declaration may be amended by the Association as follows: (a) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds (66-2/3%) percent of the voting power of the Class A membership and the affirmative vote of the Class B Membership (so long as the Class B membership exists); or (b) by the affirmative vote of the Class "B" membership; provided, however, that no amendment shall be permitted which has a material adverse effect upon the substantial rights of the Declarant, Declarant's Permittee, or a First Mortgagee without the prior written consent of the Declarant, Declarant's Permittee, or a First Mortgagee, as appropriate. Without in any way limiting the generality of clause (b) above, as long as it is the Class B member or owns one or more Lots, the Declarant shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) requested or required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Veterans Administration, Federal Housing Administration, or other governmental or quasi-governmental body which owns or expects to own one or more institutional mortgages or to insure the payment of one or more institutional mortgages or requested or required by any institutional mortgagee or prospective institutional mortgagee to enhance the salability of institutional mortgages owned by it to one or more of the foregoing. Nothing contained herein shall affect the right of the Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. Notwithstanding anything in this Section 6 to the contrary and for so long as Class B Membership shall exist, and in the event that a Dwelling Unit is encumbered by an Institutional Mortgage which has been insured or guaranteed by the Federal Housing Administration or the Veterans

Administration, the following actions may, under the rules and regulations of the Federal Housing Administration or Veterans Administration require the prior approval of either agency: (i) the annexation of additional lands to the HAMMOCK LAKES COMPLEX other than those lands described in Exhibit G hereof; and/or (ii) the dedication of Common Properties not depicted on the Plat or described herein. This Section may not be amended.

IN WITNESS WHEREOF, the said Declarant has hereunto set his hand and seal the day and year first above written, and Hammock Lakes Association, Ltd. has joined in this Supplemental Declaration to and Second Amendment of the Declaration of Covenants, Restrictions, and Easements for Hammock Lakes for the purpose of consenting to the rights and duties created hereunder.

Signed, sealed and delivered in the presence of:

WITNESSES:

Jeisel Sandova
Print Name: Jeisel Sandova

Silvia Fernandez
Print Name: SILVIA FERNANDEZ

Paul H. Freeman
PAUL H. FREEMAN, Individually and as Trustee

Jeisel Sandova
Print Name: Jeisel Sandova

Silvia Fernandez
Print Name: Silvia Fernandez

HAMMOCK LAKES ASSOCIATES, LTD.
By: *Paul H. Freeman*
Paul H. Freeman, Vice President
Southeast Citrus Capital Corporation,
General Partner
(Corporate Seal)

Jesiel Sandoval
Print Name: Jesiel Sandoval

Silvia Fernandez
Print Name: SILVIA FERNANDEZ

HAMMOCK LAKES HOMEOWNERS ASSOCIATION, INC.

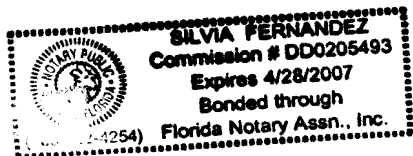
By: [Signature]
Paul H. Freeman, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared PAUL H. FREEMAN, Individually and as Trustee, known to me and/or who produced _____ as identification, and acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal in the county and state last aforesaid this 20th day of May, 2004.



[Signature]
Notary Public, State of Florida
SILVIA FERNANDEZ
Printed Name of Notary
My Commission Expires:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared PAUL H. FREEMAN, as Vice President of Southeast Citrus Capital Corporation, a Florida corporation, the General Partner of Hammock Lakes Associates, Ltd., known to me and/or who produced _____ as identification, and acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal in the county and state last aforesaid this 20th day of May, 2004.



[Signature]
Notary Public, State of Florida

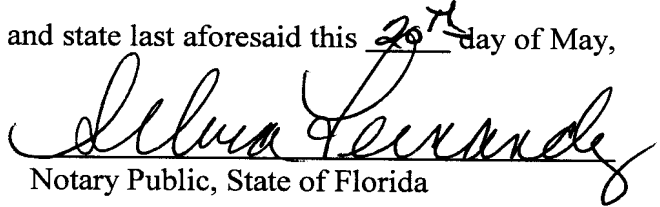
Printed Name of Notary
My Commission Expires:

STATE OF FLORIDA

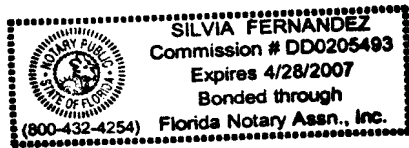
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared PAUL H. FREEMAN, as President of Hammock Lakes Homeowners Association, Inc., on behalf of said Corporation, known to me and or who produced _____ as identification, and acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and seal in the county and state last aforesaid this 29th day of May, 2004.


Notary Public, State of Florida

Printed Name of Notary
My Commission Expires:



PREPARED BY:
SAMUEL A. BLOCK
3339 CARDINAL DR, ST 200
VERO BEACH, FL 32963