

33.00 Rec.
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12/13/01

IN THE RECORDS OF
PUBLIC RECORDS SECTION
CLERK OF COUNTY
INDIAN RIVER COUNTY, FLA.

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

This Supplemental Declaration and Amendment is made on this 7 day of December, 2001 by and among 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").

WITNESSETH

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 II, Section 4, the Declarant has the right to add to or withdraw real property from the lands comprising the "Hammock Lakes Complex" as defined in 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, the Declarant has begun development on a tract of real property particularly described on Exhibit "A" attached hereto and made a part hereof (the "Phase II Complex"); and

WHEREAS, Associates is developing the Hammock Lakes Complex with Declarant; and

WHEREAS, the Declarant desires to add the Phase II Complex to the Hammock Lakes Complex and subject the Phase II Complex to the Hammock Lakes Declaration, and

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has prepared and will record this Supplemental Declaration to the Hammock Lakes Declaration in order to effectuate the addition of the Phase II Complex to the Hammock Lakes Complex; and

WHEREAS, the Declarant and Hammock Lakes Association have approved the amendment of certain provisions of the Hammock Lakes Declaration in order to supplement, amplify and amend the provisions of the Hammock Lakes Declaration as it applies to the surface water or stormwater management system and to the St. Johns River Water Management District.

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. Declarant does hereby add the Phase II Complex, as described on Exhibit "A", attached hereto, to the lands governed by the Hammock Lakes Declaration, and does hereby declare that the Phase II Complex is a part of the Hammock Lakes Complex.

2. As a part of the development plan for Hammock Lakes , certain portions of the Hammock Lakes Complex, including the surface water and stormwater management system, lakes, and other areas have been dedicated, by plat or otherwise, to be owned and maintained by the Hammock Lakes Association, with the costs of maintenance, improvement, repair, and/or replacement to be allocated to the Lots located within the Hammock Lakes Complex.

3. By executing this Supplemental Declaration, the Declarant adds the Phase II Complex to the Hammock Lakes Complex, and subjects the Phase II Complex to the Hammock Lakes Declaration. By joining in this Supplemental Declaration the Hammock Lakes Association accepts the Phase II Complex as additional lands to be governed under the Hammock Lakes Declaration.

4. Article XVI of the Hammock Lakes Declaration shall be amended to read as follows:

CR 1450 PG 2793

ARTICLE XVI
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation, and repair of the surface water or stormwater management system, and Assessments shall also be used by the Association for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

If the Declarant shall construct drainage swales on any Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time, each Lot Owner, (including all contractors) shall be responsible for the maintenance, operation, and repair of the swales on his Lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating, constructing of fences or otherwise obstructing the surface water flow in any swales is prohibited.

No alteration of any drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which any drainage swale is located.

The Association shall have a perpetual non exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

5. Article XVII, Section 3 Enforcement, of the Hammock Lakes Declaration shall be amended to add the following as a new subsection at the end of that Section:

(g) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and

SR 1450862794

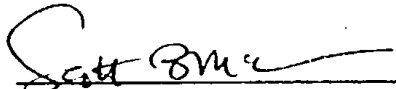
Restrictions which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

6. Article XVII, Section 6 Amendment, of the Hammock Lakes Declaration shall be amended to add the following at the end of that Section:

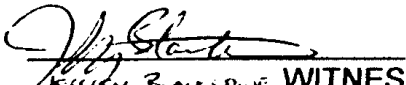
Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including water management portions of the common areas, must have the prior approval of the St. Johns River Water Management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

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

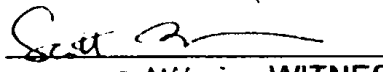
Signed, sealed and delivered in the presence of:



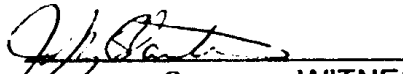
Scott B. McGuire, WITNESS



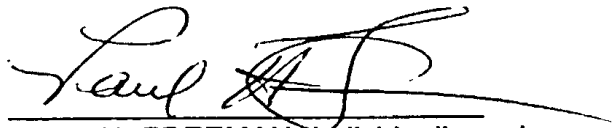
Jessica B. McGuire, WITNESS



Scott B. McGuire, WITNESS

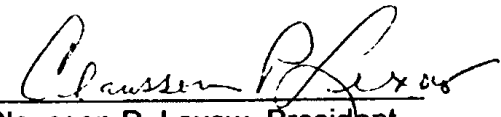


Jessica B. McGuire, WITNESS



PAUL H. FREEMAN, Individually and as Trustee

HAMMOCK LAKES ASSOCIATES, LTD.

By: 

Clausson P. Lexow, President,
Southeast Citrus Capital Corporation,
General Partner
(Corporate Seal)

CR 1450PG2795

HAMMOCK LAKES HOMEOWNERS ASSOCIATION, INC.

Scott B McGuire

SCOTT B MCGUIRE, WITNESS

Kitty Buxton

KITTY BUXTON, WITNESS

By: *Paul H. Freeman*
Paul H. Freeman, President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

EXECUTION OF the foregoing instrument was acknowledged before me this 7, day of December, 2001, by PAUL H. FREEMAN, Individually and as Trustee, who is personally known to me or who has produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: _____

Kelly S. Gillen

NOTARY PUBLIC - SIGNATURE ABOVE

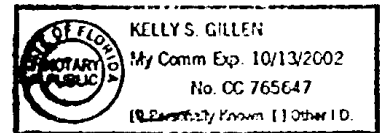
NOTARY NAME: Kelly S. Gillen

COMMISSION NO.: 10113/2002

COMMISSION EXP. DATE: 7-6-56-47

Notary Name/Commission No./Exp. Date - type or printed

(Affix Notary Seal)



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

EXECUTION OF the foregoing instrument was acknowledged before me this 7, day of December, 2001, by CLAUSSON P. LEXOW, President of Southeast Citrus Capital Corporation, a Florida corporation, the General Partner of Hammock Lakes Associates, Ltd., who is personally known to me or who has produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: _____

Kelly S. Gillen

NOTARY PUBLIC - SIGNATURE ABOVE

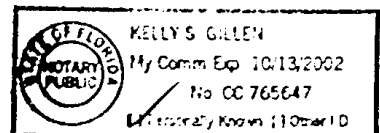
NOTARY NAME: Kelly S. Gillen

COMMISSION NO.: 765647

COMMISSION EXP. DATE: 10/13/2002

Notary Name/Commission No./Exp. Date - type or printed

(Affix Notary Seal)



OR 1450862796

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

EXECUTION OF the foregoing instrument was acknowledged before me this 7, day of December, 2001, by PAUL H. FREEMAN, President of Hammock Lakes Homeowners Association, Inc., who is personally known to me or who has produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: _____

Kelly S. Gillen

NOTARY PUBLIC - SIGNATURE ABOVE

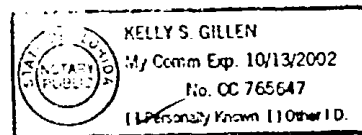
NOTARY NAME: Kelly S. Gillen

COMMISSION NO.: 765647

COMMISSION EXP. DATE: 10/13/2002

Notary Name/Commission No./Exp. Date - type or printed

(Affix Notary Seal)



This Instrument prepared by:
PAUL H. FREEMAN, ESQ.
1840 W. 49th Street
Suite 410
Hialeah, Florida 33012
(305) 827-3331

EXHIBIT "A"
THE PHASE II COMPLEX

LEGAL DESCRIPTION

TRACT 3, SECTION 21, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE GENERAL PLAT OF INDIAN RIVER FARM COMPANY SUBDIVISION. AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING IN INDIAN RIVER COUNTY FLORIDA, LESS THE NORTH 30 FEET, THE SOUTH 125 FEET AND THE EAST 25 FEET THEREOF, AND ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF TRACT 3, SECTION 21, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF INDIAN RIVER FARM COMPANY SUBDIVISION. AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING IN INDIAN RIVER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT WHICH IS 30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 3; THENCE SOUTH 89°26'23" EAST, A DISTANCE OF 75.67 FEET; THENCE SOUTH 00°33'11" WEST, 94.99 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE HAVING A RADIUS OF 30.00 FEET, SAID POINT BEARS NORTH 89°26'49" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°26'49" EAST, 20.07 FEET; THENCE SOUTH 00°11'33" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE HAVING A RADIUS OF 75.00 FEET, SAID POINT BEARS NORTH 00°11'33" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90°03'06" FOR AN ARC DISTANCE OF 117.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°30'05" WEST, 691.24 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE HAVING A RADIUS OF 59.50 FEET, SAID POINT BEARS NORTH 89°29'55" WEST FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 93.46 FEET TO A POINT; THENCE SOUTH 00°30'05" WEST, 50.00 FEET; THENCE NORTH 89°29'55" WEST, 13.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE HAVING A RADIUS OF 30.00 FEET, SAID POINT BEARS NORTH 00°30'05" EAST FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 52°19'57" FOR AN ARC DISTANCE OF 27.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 45°58'31" FOR AN ARC DISTANCE OF 48.15 FEET TO A POINT; THENCE SOUTH 00°30'05" WEST, 90.26 FEET; THENCE NORTH 89°29'08" WEST, 25.98 FEET; THENCE NORTH 00°11'49" EAST ALONG THE WEST LINE OF SAID TRACT 3. 1175.76 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 33.601 ACRES. MORE OR LESS AND LIES WHOLLY IN INDIAN RIVER COUNTY, FLORIDA.