

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE HAMMOCKS OF SUGARMILL WOODS**

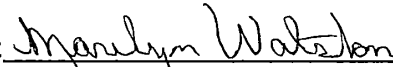
WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for the Hammocks of Sugarmill Woods, which was originally recorded in Official Records Book 800, Page 198, of the Public Records of Citrus County, Florida, was duly adopted in the manner provided in the Governing Documents, by unit owner vote at a meeting held on November 20, 2019.


IN WITNESS WHEREOF, we have affixed our hands this 3 day of December, 2019, in Citrus County, Florida.

WITNESSES:

THE HAMMOCKS OF SUGARMILL WOODS
HOMEOWNER'S ASSOCIATION, INC.


Printed Name: MARIE STEIDEL

By: 
Marilyn Walston, President

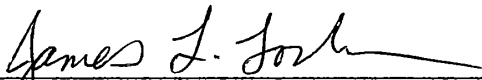

Printed Name: James L. Lockner

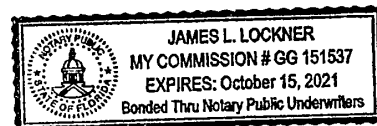
STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 3 day of December, 2019, by Marilyn Walston, as President on behalf of The Hammocks of Sugarmill Woods Homeowner's Association, Inc., a Florida not-for-profit corporation. She is personally known to me or has produced FL DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3 day of December, 2019.

Notary Public, State of Florida at Large


Printed Name: James L. Lockner
My Commission Expires: October 15, 2021



**ADOPTED AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE HAMMOCKS OF SUGARMILL WOODS**

Adopted amendment to ARTICLE VII of the Amended and Restated Declaration of Covenants, Restrictions and Easements for the Hammocks of Sugarmill Woods, to add a new Section 22, to read as follows:

**ARTICLE VII
USE RESTRICTIONS**

...

Section 22. After the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each parcel while any person occupies said parcel. Persons under the age of fifty-five (55) and over the age of twenty-four (24) years of age may occupy and reside in a parcel as long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of twenty-five (25) shall be allowed to permanently reside in or occupy a parcel. The definition of "permanent" residence or occupancy shall be occupancy for more than two (2) months in a calendar year. No children under age of eighteen (18) shall be permitted to occupy a parcel as a guest for longer than six (6) weeks per calendar year, with no period of guest occupancy lasting longer than two (2) weeks. The Board shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, both as amended from time to time. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of over-55 occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, both as amended from time to time.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY "..."

Prepared By and For:
Becker & Poliakoff, P.A.
Attn: Anne M. Hathorn, Esq.
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33607

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE HAMMOCKS OF SUGARMILL WOODS**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for The Hammocks of Sugarmill Woods (the "Declaration"), as originally recorded in Official Records Book 800, Page 198, and as amended in Official Records Book 2341, Page 117, all of the Public Records of Citrus County, Florida, was duly adopted in the manner provided in the Governing Documents at a meeting held November 19, 2014.

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of Dec, 2014, in Citrus County, Florida.

WITNESSES:

THE HAMMOCKS OF SUGARMILL WOODS
HOMEOWNER'S ASSOCIATION, INC.

Ralph Walker
Printed Name: Ralph Walker

By: Marilyn Walston
Signature
Marilyn Walston, President
Printed Name and Title

Leanne Hadsell
Printed Name: Leanne Hadsell

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 2nd day of Dec, 2014, by Marilyn Walston, as President on behalf of The Hammocks of Sugarmill Woods Homeowner's Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me or has produced FL Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of Dec, 2014.

Leanne Hadsell
Notary Public
Printed Name: LEANNE HADSELL
My Commission Expires: MY COMMISSION # EE116948
EXPIRES: July 31, 2015
FL Notary Element Assoc. Co.

**ADOPTED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE HAMMOCKS OF SUGARMILL WOODS**

Adopted amendment to ARTICLE VII, Section 17 of the Amended and Restated Declaration of Covenants, Restrictions and Easements for The Hammocks of Sugarmill Woods.

**ARTICLE VII
USE RESTRICTIONS**

...
Section 17. Rental of Dwelling Unit. The Hammocks of Sugarmill Woods is primarily an area of owner-occupied homes. Every effort is made to preserve the appearance and residential character of the area. No rental sign shall be displayed on any Dwelling Unit, property or structure. No Owner shall rent his Dwelling Unit unless said rental is evidenced by a written lease agreement providing for a lease term of not less than six (6) months in length and a copy of said lease, signed by all parties, has been provided to the Association within seven (7) days after the execution of the lease. Leasing to a non-natural person is not permitted. This prohibition shall apply to rental by entities, including but not limited to a corporation, a limited partnership, a limited liability company and similar non-natural persons.

Sub-leasing of any kind is not permitted.

The lessor must make available a copy of the Hammocks of Sugarmill Woods Homeowners Association, Inc. House Rules and Pool Rules at the Dwelling Unit, and is responsible to ensure that the lessee(s) commit to observe these rules.

Subject to the foregoing condition, Owners shall have the right to sell, lease and rent their Dwelling Units without the approval of the Association. Notwithstanding any statements contained herein to the contrary as of the effective date of this amendment, the rental restrictions shall not apply to any unit that is subject to an existing lease agreement. The rental restrictions apply to all new lease agreements entered into after the effective date of this amendment.

The total number of Dwelling Units able to be rented at any given time will be no greater than eight (8). Leases in existence at the time this amendment is recorded will be grandfathered and this paragraph shall not apply until the lease in existence has been terminated. At that time all such rental restrictions will be applicable. New leases, and renewals of existing leases, presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the eight (8) Dwelling Unit limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the lease. Requests for rental approval which are received after the eight (8) Dwelling Unit limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the number of rentals falls below the eight (8) Dwelling Unit limit, in order of their receipt by the Association.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKE THROUGHES; UNAFFECTED TEXT INDICATED BY "..."

NOVEMBER 18, 2009

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE HAMMOCKS OF SUGARMILL WOODS HOMEOWNER'S ASSOCIATION
INC.

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") is made by The Hammocks of Sugarmill Woods Homeowners Association Inc., a Florida corporation, not for profit, under the laws of the State of Florida.

The real property described in Exhibit "A" attached hereto and incorporated herein by reference is subject to this Declaration, as originally recorded at Official Records Book 800, Page 198 et seq. of the Public Records of Citrus County, and as amended thereafter from time to time.—The Association desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation; use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

The Association hereby declares that all of the Properties described in Exhibit "A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Properties subjected to this Declaration and which shall be binding on all parties having any rights, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. There were no additional Properties subjected to this Declaration by annexation and/or Supplemental Declaration. This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Florida Statutes, Chapter 718, Section 718.101, et seq.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise require) shall have the following meanings:

(a) The "Association" shall mean The Hammocks of Sugarmill Woods Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(b) The "Common Areas", shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

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(c) “Common Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

(d) The “Development” shall mean the Properties, together with all buildings and improvements located thereon and shall be known as The Hammocks of Sugarmill Woods.

(e) “Dwelling Unit” shall mean each platted lot as shown on the Replat including any residential structure located within the boundaries of the platted lot, but shall not include the Common Areas.

(f) The “Association” shall mean The Hammocks of Sugarmill Woods Homeowners Association, Inc., its successor and assigns.

(g) “Institutional Mortgagee” is the owner and holder of a first mortgage encumbering a Dwelling Unit, which owner and holder of said mortgage shall either be a bank, a federal savings bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, a developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

(h) “Master Restrictions” are the restrictive covenants of record filed by Cypress Village Property Owners Association, Inc on July 29, 1983 in Official Records Book 621, Page 2166 of the Public Records of Citrus County, Florida, together with all amendments.

(i) “Member” shall mean and refer to all those Persons who are entitled to membership in the Association as provided in Article II, Section 2(a).

(j) “Voting Owner” shall mean and refer to one owner of each Dwelling Unit who shall be designated as the Voting Owner, as described in Article II, Section 2 (b) hereof. “Owner” shall mean one (1) or more Persons who hold the record title to any Dwelling Unit, which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Dwelling Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Dwelling Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors of the Association the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association except as to voting privileges.

(k) “Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

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(l) The "Platted Common Areas" shall mean the easements, walkways and other areas designated by a "Y" on the record plat of Cypress Village, Sugarmill Woods Subdivision, Citrus County, Florida.

(m) "Properties" shall mean the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

(n) A "Single Family" shall be defined herein as: (a) one person living alone; (b) two persons related by blood, marriage or adoption, and their immediate family; or (c) two persons living together as a single housekeeping unit. "Immediate Family" is defined as the parents, children, or grandchildren {and their respective spouses} of the owner or the owner's spouse.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner, as defined in Article I, shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership.

(a) Members shall be all Owners of the Dwelling Units in the Development.

(b) Members shall be all owners of record. Members shall be entitled to one (1) vote for each Dwelling Unit in which he/she holds the interest required for membership by the Declaration and that vote, if the unit is owned by more than one person/corporation/trust, etc., is cast by the Voting Owner.

(1) Dwelling Unit Owners as members of a Not-For-Profit Corporation or Association. When a Dwelling Unit is owned by more than one (1) person but all such persons are members of a not-for-profit corporation or association organized to maintain and otherwise manage Each Voting Owner shall be entitled to one (1) vote for each Dwelling Unit in which he/she holds an interest. When more than one (1) person holds such interest in any Dwelling Unit, all such persons shall be Members and the vote for such Dwelling Unit shall be exercised as they among themselves determine in accordance with the procedures set forth by the Bylaws of the Association, but in no event shall more than one (1) vote be cast with respect to any one (1) Dwelling Unit.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members Easements of Use, Access and Enjoyment. Every Member shall have, in common with all other Members, a perpetual right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, which non-exclusive easement shall be appurtenant to and shall pass with the title to every Dwelling Unit (and may not be conveyed, devised, encumbered or otherwise dealt with separately from such Dwelling Unit), subject to the following:

(a) This Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

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(b) The rights of the Association, in accordance with its Certificate of Incorporation and Bylaws and the powers granted to the Association pursuant to Chapter 617 of the Florida Statutes (1988), as amended from time to time, to borrow money for the purpose of improving the Common Areas and in furtherance thereof, to mortgage said Common Areas, and the right of any mortgagee of said Properties shall be superior to the rights of the Owners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Areas against foreclosure;

(d) The right of the Association to dedicate an easement on all or any part of the Common Areas to any public agency, authority, cable television company or utility for such purposes and subject to such conditions as may be agreed to by the Association; provided, however, that no such dedication (or determination as to the purposes or as to the conditions of such dedication) shall be effective unless (i) approved by a majority of the Voting Owners of the Association at a meeting called in accordance with the Bylaws of the Association, (ii) an instrument signed by the President of the Association (in accordance with the authority so conferred upon the President as evidenced by a certificate signed by Voting Owners entitled to cast a majority of the votes), has been recorded, agreeing to such dedication, purpose or conditions, and (iii) written notice of the action is sent to every Member not less than ten (10) nor more than fifty (50) days in advance of action taken; and

(e) The right of the Association, to grant easements on all or any part of the Common Areas to any public agency, authority, cable television company or utility for such purposes as may be agreed to by the Association, as the case may be.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the Rules or Bylaws of the Association, each Owner may delegate the right of use, access and enjoyment in and to the Common Areas and facilities to the members of the Owner's family, and to guests, tenants, and invitees of the Owner.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Dwelling Units and between each Dwelling Unit and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided that such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Dwelling Units and between each Dwelling Unit and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4. Title to Common Areas. The Association by fee simple title to that portion of the Common Areas shall be subject to this Declaration and all easements, restrictions, reservations and matters then of record and further subject to taxes for the year of conveyance.

Section 5. Use of the Common Areas. It is the intent of the Association that the Common Areas be a private area for the exclusive use and enjoyment of all persons owning an interest in a Dwelling Unit (and their guests, tenants, and invitees) subject to the rights reserved by the Association and also subject to the following restrictions:

(a) Airplanes, automobiles, trucks, motorcycles, and all-terrain vehicles of every description shall be prohibited access to or progress over the Common Areas; provided, however, that the foregoing restriction shall not be applicable to any equipment and vehicles necessary to maintain the Common Areas including such actions of the maintenance personnel as are appropriate to the maintenance of the Common Areas;

(b) There shall be no additions, removal or cutting of trees or plants or picking of flowers by the Owners, their guests, tenants and invitees, nor shall Owners or their guests, tenants and invitees be permitted to place on the Common Areas any permanent fixture or fixtures, such as building, benches, barbecue pits or structures of any type;

(c) Pets shall not be allowed to be destructive within the Common Areas;

(d) Anything to the contrary notwithstanding in the foregoing restrictions or elsewhere in this Declaration, the Association reserves unto itself, its successors, assigns or nominees the right and privilege to dredge, fill, grade, dig wells, install drainage facilities, install water lines, including water sprinkling lines and other underground utilities, pathways, benches, and other structures deemed by the Association, its successors, assigns or nominees to be desirable. The Association further reserves unto itself the right to landscape and make other improvements within the Common Areas.

(e) The cost of maintenance and improvements such as landscaping, bridges and paths and the cost of improvements that may be added from time to time shall be the responsibility of the Association (it being understood, however, that said costs shall ultimately be the responsibility of the Unit Owners) and shall be accomplished in the manner prescribed in other sections of this Declaration.

Section 6. Other Easements. (a) Perpetual easements over the Common Areas for the installation and maintenance of sewer, water, gas, cable television, telephone and power, ingress and egress, and drainage facilities for the benefit of the adjoining property owners and the applicable governmental entity and/or the governmental agency or private utility company ultimately operating such facilities are reserved to the Association and its assigns.

(b) A blanket easement over the Development for utilities and drainage is hereby reserved to the Association and its assigns, excluding those areas within two (2) feet of the perimeter of all buildings.

(c) The Association, through its designated officer or agent, is hereby granted access easements over all Common Areas and shall also have the right to enter upon any

Property (but not within a structure on any Dwelling Unit) at any reasonable hour on any day to perform such maintenance as may be authorized and/or required herein.

Section 7. Entrance Signs. The color and design of any entrance sign shall not be changed, modified or altered without the prior written approval of the Association.

ARTICLE V

COMPLETION, MAINTENANCE AND OPERATION OF COMMON AREAS
AND COVENANT FOR ASSESSMENTS THEREFOR

Section 1. Operation and Maintenance of Common Areas. The Association shall operate and maintain the Common Areas at its sole expense, and shall provide the requisite services contemplated by Section 2(b) of this Article V.

Section 2. Assessments. (a) Commencing on the date of conveyance of the applicable Dwelling Unit and for each calendar year thereafter, each Owner of a Dwelling Unit by acceptance of a deed or other instrument creating an interest in a Dwelling Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual assessments for anticipated current maintenance expenses; (2) special assessments for capital improvements, and; (3) capital reserve assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The Association may levy assessments in accordance with this Declaration and the Bylaws of the Association which shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and enjoyment of the Common Areas including, but not limited to, the payment of taxes, water, power and other utilities, insurance premiums (including premiums for liability and hazard insurance) and debt service on mortgages, if any, maintenance, repair, replacement and additions to the Common Areas and its recreational amenities, including pruning, fertilizing, cutting, weeding and replacement of exterior landscaping, the cost of labor, equipment, materials, management and supervision of and for the Common Areas, or for creating reserves for such purposes, all of which obligations the Association hereby assumes. In addition to the foregoing, the assessment shall include the cost of (and the Association agrees to undertake) mowing, edging, weeding and trimming and otherwise maintaining the privately owned lawn area that is included within each Dwelling Unit and maintenance, repair and replacement of that portion of the sprinkler system contained within the Dwelling Unit (it being understood that the Owner, by accepting a deed to the Dwelling Unit, agrees to allow the Association to enter upon the Property, but not any structure thereon, for purposes of fulfilling the foregoing maintenance obligations). The Association shall be responsible for all costs incurred in connection with the foregoing obligations out of funds held by the Association from its levy and collection of assessments as provided in this Declaration and the Bylaws of the Association.

Section 3. Amount and Payment of Annual Assessment. The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay the anticipated costs of maintaining and operating the Common Areas as contemplated by Section 2(b) of this Article V and any operating deficits previously sustained. The proportionate share of the Association's aggregate assessment chargeable to each Dwelling Unit shall be that proportion that one Dwelling Unit has to the total number of Dwelling Units in the Development. An Owner's assessment obligation shall be payable in equal monthly installments, in advance, commencing on the first day of the month after the Owner takes title to his Dwelling Unit and on the first day of each month thereafter. The Owner shall pay his prorated share of the monthly assessment fee for the month during which closing on his Dwelling Unit occurs.

Section 4. Capital Reserve Fund. Included in the annual assessments shall be a capital reserve fund for capital expenses, which must be segregated from general funds held by the Association, and which shall be in such amount as the Association deems necessary for maintenance and repair of the Common Areas and its facilities, including, without limitation, sprinkling systems, recreational facilities, wells and well appurtenances. The Association may include other reserve items as it deems necessary to the extent that specific funds are assessed and collected for such purposes, and such funds shall not be used for any purpose other than the periodic major maintenance and reconstruction of such facilities, repair and maintenance incidental to such major construction and reconstruction and subject to the rights of the Association in accordance with procedures set forth in the Bylaws of the Association to utilize the reserve funds for general operating expenses or to help finance capital improvements. The Association, if so permitted in accordance with procedures set forth in the Bylaws of the Association, may resolve to provide no reserve or reserves that are less adequate than are required by this Declaration or by the Bylaws of the Association.

Section 5. Special Assessments for Capital Improvements. In addition to annual assessments authorized by Section 3 of this Article V, the Association may levy, in any assessment year, special assessments (which shall be fixed in accordance with the proportion that one (1) Dwelling Unit has to the total number of Dwelling Units held by Owners for all such Dwelling Units, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have been levied in accordance with the procedures set forth in the Bylaws of the Association. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien and Remedies of the Association. Every assessment, together with such interest thereon and cost of collection thereof as are hereinafter described, shall constitute a personal obligation and debt from each Owner payable to the Association without demand, and shall be secured by a lien upon the Dwelling Unit and all improvements thereon of each such Owner. Said lien shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction. If any such assessments are not paid by the fifteenth (15th) day of the month when due, such

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assessment shall bear interest once legal action is initiated at the maximum rate allowed by law. No Member of the Association may vote on any matters coming before the Association if, at the time specified for such vote, such Member is delinquent in any respect in the payment of such assessments or any installment thereof. The Association may bring a legal action against any Owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the Dwelling Unit for the full amount of any assessment together with interest thereon, as provided hereinabove. The defaulting Owner shall be responsible for all actual costs, disbursements and expenses incurred by the Association in collecting the delinquent assessment(s) and interest thereon as provided above, including reasonable attorney's fees and costs, whether or not litigation is commenced. Accordingly, in the event that a judgment against the defaulting Owner is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including, without limitation, reasonable attorney's fees, including appellate attorney's fees and costs) incurred by the Association in connection with said action.

Section 7. Certificate of Unpaid Maintenance Assessments. Each such lien for unpaid assessments, as between the Association on the one hand and the Owner and any grantee of such Owner on the other hand, shall attach to the Properties and improvements against which the delinquent assessment was made as of January 1st of the year in which such monthly assessment shall be assessed (said January 1st date being the attachment date of each such lien); provided, however, that all such liens shall be subordinate to the lien of an Institutional Mortgagee recorded prior to the time of recording of the claim of lien of the Association pursuant to this Section. Upon request, the Association shall furnish any Owner or mortgagee with a certificate in writing signed by an officer of the Association setting forth whether the above described assessments have been paid and showing the amount of any unpaid assessments against the applicable Dwelling Unit and the period or periods for which any such unpaid maintenance assessments were assessed and fixed. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Payment of Assessment for Platted Common Areas. In addition to the assessments to be paid by the Owners as set forth hereinabove in connection with the Development and its Common Areas, the Owners shall also be responsible for paying assessments levied against each Dwelling Unit for maintenance of the Platted Common Areas. Reference is hereby made to Article VIII and to the Master Restrictions for a more complete description of the rights of Owners in and to the Platted Common Areas and the liabilities of the Owners for maintenance assessments therefore.

ARTICLE VI

MAINTENANCE AND REPAIR OF DWELLING UNIT

Section 1. Owner Maintenance. The Owner of each Dwelling Unit at his own expense shall see to, and shall be responsible for, the maintenance of his Dwelling Unit and all equipment and fixtures therein, including but not limited to, all air conditioning equipment used in or appurtenant to that Dwelling Unit, and must promptly

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correct any condition which would, if left uncorrected, cause any damage to another Dwelling Unit, and shall be responsible for any damages caused by his action or non-action. Furthermore, the Owner of each Dwelling Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to, painting, re-plastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor of each structure on Dwelling Unit and such Owner shall at his own expense maintain and replace when necessary all screening within or in the perimeter walls of all structures on the Dwelling Unit, and all window glass in windows in the perimeter walls of all structures on the Dwelling Unit and all exterior doors. The Owner may not change the exterior appearance of his Dwelling Unit without the prior written consent of the Association.

Section 2. Exterior Maintenance. The Owner shall be responsible for and shall see to, with the exception of the landscaping, the maintenance, repair, and operation of the exterior of the structures situated on the Dwelling Unit, including the roof of the building. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the Owner. The Association shall have all powers necessary to see that all responsibilities of the Owners hereunder are discharged, and may exercise these powers exclusively if it so desires. No alterations to the exterior of buildings shall be made without the prior written consent of the Association.

Section 3. Owner's Additional Costs. In addition to the costs incurred by the Owner in fulfilling the Owner's obligations as set forth in this Article VI, the Owners shall also be responsible for the following costs (which are illustrative but not determinative of the total costs for which such Owner is responsible); the cost of property taxes attributable to the Dwelling Unit; electricity; telephone; cable television; Association assessments; and Master Restrictions assessments.

Section 4. Remedies of Association. In the event that any Owner of a Unit fails to obtain required approvals or to repair, replace or maintain buildings as required herein, the other Owners or the Association shall have the right to proceed in a court of law or equity to seek compliance with the provisions hereof. The Association shall also have the right to levy at any time an individual assessment against the Owner of the Dwelling Unit for the necessary sums to put the improvements within the Dwelling Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessments, the Association shall have the right to have its employees and agents enter the Property (but not any structure thereon) at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof. The foregoing rights and remedies shall be cumulative with the rights and remedies of the Association set forth elsewhere in this Declaration (including, without limitation, the provisions of Article VII, Section 21, and in the Bylaws and Articles of the Association).

ARTICLE VII

USE RESTRICTIONS

Section 1. Use of Properties and Dwelling Unit. The Properties (including each Dwelling Unit) shall be used for Single-Family residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be erected or permitted to remain on any part of the Property other than dwellings constructed by the Association and related community or Common Areas facilities. Only one (1) building shall be erected on each Dwelling Unit.

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions without the express written consent of the Association. This shall not prevent an owner of a building from renting said property for residential use. Trade, business, profession and any other type of commercial activity shall be defined as any activity which involves receiving, storing, and/or shipping of any inventory of goods to or from any lot or portion of the land covered by these restrictions, as well as any activity which involves or creates dust, noise, dirt, traffic, commotion or any noxious or nuisance type activity on the lot, or any portion of the land covered by these restrictions.

No garage or yard sales shall be permitted on, or affiliated with, any lot. Estate sales may be held provided approval is obtained from the Association and parking and signage restrictions are adhered to. Only single day estate sales managed by professional estate sales companies are permitted.

Section 2. Obstruction. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Board of Directors of the Association.

Section 3. Lawns and Landscaping.

(a) The lawn area on each Dwelling Unit shall comply at a minimum with current Florida statutes and have an automatic sprinkler system capable of keeping the grass watered and in a well maintained attractive condition.

(b) When the landscaping has been installed in accordance with the landscaping plan, the Association shall be responsible for the maintenance thereof. In the event that any of the trees, grass or shrubs thereafter requires replacement, the Owner shall have the responsibility to remove and replace all such trees, grass, and shrubs. In addition, the Association shall have the right, but not the obligation, (except in established Citrus County rights of way) to remove or require the removal of any tree or shrub located on or adjacent to any roadway or Dwelling Unit if the location of the shrub or tree will, in the sole judgment or opinion of the Association, obstruct the vision of any motorist upon any roadway.

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(c) No Owner, shall plant or install any trees, bushes, shrubs or other plantings, or authorize the same to be done without written approval of the Association. If unauthorized plantings occur, the Association may, at its discretion, after giving Owner thirty (30) days written notice of the problem and requesting cure of same, enter upon the affected Properties and rearrange, remove or install said landscaping and impose a reasonable charge for such work, and said charge shall become a lien upon the Dwelling Unit belonging to such Owner, as provided for under the laws of the State of Florida.

Section 4. Walls. No wall, hedge or fence shall be constructed on any part of the Property unless the placement, character, form and size of said wall, fence or hedge are first approved in writing by the Association.

Section 5. Exterior Appearance. All building exteriors will be kept in well-maintained fashion, commensurate with the development of high-grade residential property. All structure, exterior, driveway and walkway appearance changes including, but not limited to, paint colors shall require prior approval from the Association. If, in the opinion of the Association, painting, cleaning or repair to any Dwelling Unit is necessary, the Association will have the authority to do such painting, cleaning or repair on behalf of the Owner and to charge the Owner for such work. Said charge shall become a lien on the Dwelling Unit as provided for under the laws of the State of Florida.

Section 6. Vehicles.

DEFINITIONS:

(a) Conforming Vehicles – Passenger cars; pickup trucks; mini-vans; SUV’s; and passenger carrying vans with no more than three (3) rows of seating. All conforming vehicles must be capable of being garaged.

(b) Non-conforming Vehicles – Vehicles bearing commercial signs, commercial registration, or any device normally used for commercial purposes including but not limited to ladder racks, utility bodies, or tool boxes; vehicles used for commercial purposes; cargo vans or stretch vans with four (4) or more rows of seating; motorcycles; pickup trucks and vans with more than one ton (2,000 lbs.) carrying capacity.

(c) Recreational Vehicles – Motor homes; fifth wheel trailers; travel trailers; campers; pop-top or hi-top vans; or any vehicle designed for purposes of sleeping and/or cooking.

Only conforming vehicles may be parked or kept on the driveway of a Dwelling Unit. Any vehicle, conforming or non-conforming, may be kept inside of the garage of a Dwelling Unit, provided that the garage door is capable of being closed completely.

No boats, boat trailers, or trailers of any kind can be parked on the driveway of a Dwelling Unit except for purposes of loading, unloading, or cleaning. Vehicles described in this paragraph may be kept inside of the garage of a Dwelling Unit, provided the garage door is capable of being closed completely.

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Non-conforming vehicles may not be parked on the driveway of a Dwelling Unit except for the time necessary for pickup and delivery or service to the Dwelling Unit.

Recreational vehicles may park on the driveway of a Dwelling Unit for up to forty-eight (48) hours for purposes of packing or unpacking of the recreational vehicle. No recreational vehicle of any kind may be used as a residence, either temporarily or permanently, while parked on the driveway of a Dwelling Unit.

Pickup trucks or any vehicle with fifth wheel attachment either permanent or removable, and/or dual wheels, or any vehicle built for the primary purpose of towing, may not be kept or parked on the driveway of the Dwelling Unit, but may be kept in the garage of the Dwelling Unit provided such garage can be closed completely.

Conforming and non-conforming vehicles, excluding motorcycles, will be permitted to park for up to fourteen (14) days in any one hundred eighty (180) day period in the parking lot adjacent to the Hammocks cabana. Recreational vehicles, boats and boat trailers shall not park in this area. Vehicles owned and used by contractors in the act of performing services to the Association may only be parked in the parking lot adjacent to the Hammocks cabana with the approval of the Association's Board of Directors.

All vehicles must be currently licensed and registered in order to be kept on an Owner's driveway.

No vehicles of any type described in this Section shall be offered for sale by sign or other manner in which advertising is visible outside of the Dwelling Unit. No signs shall be displayed either inside or outside of such vehicles that are for sale.

Parking conforming vehicles on the driveway of the Dwelling Unit overnight shall be limited to one (1) vehicle, except that two (2) conforming vehicles may be kept on the driveway for up to fourteen (14) days in any ninety (90) day period. This fourteen (14) day period may be extended in hardship situations, upon written approval of the Board of Directors.

All vehicles parked in the driveway of the Dwelling Unit shall be kept in an "as delivered from the original vehicle manufacturer" condition, with the allowance for normal deterioration of finish. Vehicles not meeting this condition, including but not limited to vehicles that are visually defective, missing parts, mufflers, or with highly modified appearance or suspension, may not be parked on the driveway of a Dwelling Unit.

Vehicle maintenance other than washing, interior cleaning, waxing, and checking fluid levels, is not permitted on or adjacent to the Properties. Only those emergency repairs necessary to remove the vehicle from the Properties are allowed.

No parking is allowed on lawns or Common Areas at any time.

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Section 7. Window Air Conditioners. Unless the prior approval of the Association has been obtained, no window air conditioning unit shall be installed or allowed to remain on any building within the development.

Section 8. Utility Lines. All telephone, electric, and other utility lines and connections between the main or primary utility lines and the residences and other buildings located on each Dwelling Unit shall be concealed and located underground so as not to be visible.

Section 9. Animals, Etc. No animals, birds or reptiles of any kind shall be bred on any of the aforementioned Property. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance. The Board of Directors of the Association may from time to time adopt, promulgate and enforce rules and regulations as to the control, leashing, caging and other restrictions for purposes of animal control as described in the Citrus County Control Ordinance, Chapter 14, Article II as amended from time to time.

Section 10. Oil Drilling, Etc. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Property.

Section 11. Water Wells. No water wells of any kind may be drilled or maintained on any Dwelling Unit. The central water supply system provided for the service of the Property shall be used as a sole source of water for all Dwelling Units and for all water spigots and outlets located within all buildings and improvements located on each Dwelling Unit. This restriction shall not prohibit the Association from having a well that will serve the exterior water sprinkler system.

Section 12. Garbage Containers. All garbage or trash containers, oil tanks or bottle gas tanks must be underground, or placed in walled-in areas so that they shall not be visible from the adjoining Properties. Household garbage pickup shall be made at the underground containers while all other trash shall be curbside pickup.

Section 13. Signs and Displays. No signs shall be erected or displayed on any Property or on any structure, or in any window, except that the Association may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Association. Notwithstanding the foregoing provision, "For Sale" signs may be displayed; provided, however, that (i) there shall not be more than one (1) "For Sale" sign on any one (1) Dwelling Unit. (ii) No "For Sale" sign shall be in excess of 6" x 8" in size, and (iii) no "For Sale" sign may be placed within 15 feet of the front lot line. Nothing contained in these restrictions shall prevent the Association from posting notices to members or signs containing rules and regulations.

Section 14. Antennas. No radio, television aerials or antennas, satellite dishes or other exterior electronic or electronic equipment or devices of any kind may be

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installed or maintained on the exterior of any structure within the Property unless the location, size and design thereof shall have been described in writing to the Association. While installation of such devices does not require specific approval of the Association, homeowners are asked to make such installations as inconspicuous from the street as possible. Ground-based satellite dishes should be screened from view from the street by foliage or other approved screening method.

Section 15. Mailboxes. No mailboxes or paper boxes or other receptacles of any kind for the use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any Dwelling Unit or any roadway area unless and until the size, location, design and type of material for such box or receptacle shall have been approved by the Board of Directors of the Association.

Section 16. Septic Tanks. The central sanitary sewage collection and disposal system serving the Dwelling Units on the Property shall be the only sanitary sewage disposal service or facility used to serve the Property. No septic tanks shall be permitted on the Properties and no sewage disposal service or facility shall be used to serve any Dwelling Unit or the improvements thereon or the occupants thereof other than the foregoing described sewage system.

Section 17. Rental of Dwelling Unit. The Hammocks of Sugarmill Woods is primarily an area of owner-occupied homes. Every effort is made to preserve the appearance and residential character of the area. No rental sign shall be displayed on any Dwelling Unit, property, or structure. No Owner shall rent his Dwelling Unit unless said rental is evidenced by a written lease agreement providing for a lease term of not less than three (3) months in length and a copy of said lease, signed by all parties, has been provided to the Association within seven (7) days after the execution of the lease.. Leasing to a non-natural person is not permitted. This prohibition shall apply to rental by entities, including but not limited to a corporation, a limited partnership, a limited liability company and similar non-natural person.

Sub-leasing of any kind is not permitted.

The lessor must make available a copy of the Hammocks of Sugarmill Woods Homeowners Association, Inc House Rules and Pool Rules at the Dwelling Unit, and is responsible to ensure that the lessee(s) commit to observe these rules.

Subject to the foregoing condition, Owners shall have the right to sell, lease, and rent their Dwelling Units without the approval of the Association. Notwithstanding any statements contained herein to the contrary as of the effective date of this amendment, the rental restrictions shall not apply to any unit that is subject to an existing lease agreement. The rental restrictions apply to all new lease agreements entered into after the effective date of this amendment.

Section 18. Nuisance. No illegal, noxious, or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment or discomfort, or

annoyance to the residents of the Development. No fires or burning of trash, and no leaves, clippings or other debris or refuse shall be permitted on any part of said Property.

Section 19. Insurance Rate Increases. Nothing shall be done or kept on a Dwelling Unit or on the Common Areas that would increase the rate of insurance covering the Common Areas without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Dwelling Unit or the Common Areas that would result in the cancellation of insurance on any residence or on any part of the Common Areas or which would be in violation of any law or ordinance.

Section 20. Waiver of Restrictions. The failure of the Association to enforce any restriction, covenant, condition, obligation, right or power herein contained, regardless of the length of time during which such failure continues, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

Section 21. Remedies for Violations. Violation or breach of any condition, restriction or covenant herein contained by any person shall give the Association in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Association shall have the right to summarily remove any structure on a Dwelling Unit that is in violation of these restrictions at the expense of the Owner, and such entry and removal shall not be deemed a trespass.

In the event a Member is in violation of the governing documents of the Association and the Member refuses to cure the violation within thirty (30) days after the Association has served notice of the violation upon the Member, then the Association may go upon the lot of the Member and cure the violation. All costs and expenses, including attorneys fees and costs incurred by the Association to gain access to the Member's property and to cure the violation, shall be charged to said Member as an assessment against said Dwelling Unit and all improvements thereon, which shall be collected in the same manner as provided for all other assessments in ARTICLE V of this Declaration, and which assessment shall be secured by a lien against the Dwelling Unit.

ARTICLE VIII

CYPRESS VILLAGE PROPERTY OWNERS' ASSOCIATION

Section 1. Platted Common Areas: Cypress Village Homeowners Association. The Development is part of a larger project known as Cypress Village, Sugarmill Woods Subdivision ("Master Development"). The Platted Common Areas are contained within the Master Development, as set forth in the record plat of the Master Development, and are further described in the Master Restrictions. The owner of an interest in each of the lots in each village of the Master Development has an equal undivided interest in all of the Platted Common Areas. Accordingly, because the Development is a village within the Master Development, each Owner of an interest in a

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Dwelling Unit in the Development shall have an undivided interest in the Platted Common Areas, subject however, to all the restriction, covenants, charges and reservations imposed upon the Platted Common Areas by the Master Restrictions. The Grantor has created a not-for-profit association known as Sugarmill Woods Cypress Village Association, Inc. ("Master Association") that is responsible for maintenance of the Platted Common Areas, although all the Owners of Lots in the Master Development (including, without limitation, the Owners of Dwelling Units in the Development) shall be ultimately responsible for the cost of such maintenance. Owners of Dwelling Units in the Development shall be entitled to membership in the Master Association in accordance with the Master Restrictions and the Articles of Incorporation and Bylaws of the Master Association. Each Owner of a Dwelling Unit in the Development hereby acknowledges and understands, and by acceptance of a deed or other instrument transferring interest in such Dwelling Unit agrees: (i) to pay all assessments levied by and due to the Master Association for maintenance of the Platted Common Areas as may from time to time be set by such Master Association in accordance with the rights conferred upon the Master Association (including the right to enforce payment of the assessment and impose a lien on a Dwelling Unit for unpaid assessments) by the Master Restrictions and the Articles of Incorporation and Bylaws of the Association, and (ii) to abide by all restrictions and to perform all covenants contained in the Master Restrictions or otherwise imposed by the Master Association.

ARTICLE IX

AMENDMENT OF THE DEVELOPMENT

In the event the Association determines that it is necessary to modify the Development (including, without limitation, the number of Dwelling Units) it may do so by plat amendment. This Declaration may be amended at any time by sixty (60) votes of the Voting Owners. Any amendment must be duly recorded to be effective.

ARTICLE X

GENERAL PROVISIONS

Section 1. Covenants Running With the Property. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective heirs, successors and assign, subject to the Association, or its successor's right to amend as set forth in Article IX.

Section 2. Notices. Any notice required or permitted to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

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Section 3. Enforcement. The Association, any Member or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages, and to enforce any lien created by these covenants, and failure by the Association or Member or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement shall be chargeable to the Owner responsible for violation of these covenants and restrictions and the expense so incurred shall constitute a lien on such Owner's Dwelling Unit, collectible in the same manner as assessments hereunder.

Section 4. Dissolution of the Association. In the event the Association is dissolved in accordance with the provisions of the Association's Certificate of Incorporation, the assets, both real and personal, of the Association shall be distributed among the Members. When more than one (1) person holds an interest in the Dwelling Unit, these persons shall determine among themselves how their share in such interest shall be distributed.

Section 5. Duration. The restrictions provided for in this Declaration, as amended from time to time, shall continue for a period of thirty-five (35) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by at least sixty (60) votes of the Voting Owners.

Section 6. Master Restrictions. It is understood that the restrictions and provisions contained in the Master Restrictions, which presently affect the Properties, and the restrictions and provisions contained in this Declaration, are intended to be cumulative and should be read together consistently (so as to add to rather than limit the provisions of each instrument) whenever possible. In the event (and only in the event) of an inconsistency between any provision of the Master Restrictions and this Declaration, the provision contained in this Declaration shall prevail with respect to this Development.

Section 7. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be

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entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 8. Compliance. Every Owner and occupant of any Dwelling Unit shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Dwelling Unit Owner or Owners.

ARTICLE XI

COVENANT AGAINST PARTITION

In order to preserve the plan of development, the Common Areas and Dwelling Units shall remain undivided and no one shall bring any action for partition or division of the whole or any part thereof.

ARTICLE XII

COST AND ATTORNEY'S FEES

In any proceeding arising because of alleged failure of an Owner or the Association to comply with the terms of this Declaration or the Articles of Incorporation and the Bylaws of the Association, or any requirements adopted pursuant to any of them, as they may be amended from time to time, the prevailing party shall be entitled to reimbursement of all costs incurred prior to legal action and to also recover the costs of the proceedings and such reasonable attorney's fees, including appellate attorney's fees and costs, as may be awarded by the applicable Court; provided, however, that this provision shall not be construed so to derogate from any covenants set forth in Article V, Section 7.

ARTICLE XIII

NO WAIVER OF RIGHTS

The failure of the Association or any Owner to enforce any covenants or restriction herein contained, or any provision of the Articles of Incorporation or Bylaws of the Association or any regulations adopted pursuant to any of them, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIV

INVALIDITY CLAUSE

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Invalidity of any of these covenants by a Court of competent jurisdiction shall in no wise affect any of the other covenants that shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 2nd day of March, 1989.

_____/s/
First Witness

PUNTA GORDA DEVELOPERS,
INC.
a Florida Corporation
Grantor

_____/s/
Second Witness

By: _____/s/
Paula F. McQueen, Senior
Vice President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public duly authorized by the laws of the State of Florida to take acknowledgements, Paula F. McQueen as Senior Vice President of PUNTA GORDA DEVELOPERS, INC., a Florida corporation, to me well known to be the person who executed the foregoing DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS and acknowledged before me that he/she executed the same for the purposes therein expressed and as the free act and deed of the corporation.

WITHNESS my hand and official seal at Punta Gorda said County and State this 2nd day of March, 1989.

My commission expires:

_____/s/
Notary Public – State of Florida

(AFFIX SEAL)

EXHIBIT "A"

A portion of lots 4-10 incl., Block B-C, Sugarmill Woods, Cypress Village described as follows: Begin at the Northwest Corner of Lot 4, Block B-C, Sugarmill Woods, Cypress Village as recorded in Plat Book 9, Pages 86-150 incl., Plat Book 10, Page 1-150 incl., and Plat Book 11, Page 1-16 incl., Public Records of Citrus County, Florida. As amended in Plat Book 9, Page 87A, Public Records of Citrus County, Florida, thence along the Southerly and easterly boundary of Lots 4-8 incl., of said Block B-C, the following courses and distances: S 05°00'00" E, 641.48 feet, S 72°00'00" E, 560.00 feet, S 65°30'00" E, 630.00 feet, N 47°30'00" E, 580.00 feet, N 25°30'00" E, 515.00 feet, N 63°00'00" W, 555.00 to the most northerly corner of said Lot 8, thence leaving the boundary of said Block B-C, S 62°00'00" W, 60.00 feet, thence S 45°00'00" W, 56.53 feet to a point on the arc of a non-tangent curve concaved northeasterly having a central angle of 1204'14" and a radius of 175.00 feet, thence northwesterly along the arc of said curve a distance of 36.87 feet to a point (chord bearing and distance between said points being N 29°57'19" W, 36.80 feet), thence S 66°04'48" W, 50.00 feet, thence N 87°00'02" W, 211.74 feet, thence N 70°10'15" W, 72.06 feet, thence N 44°25'17" W, 208.01 feet, thence N 30°43'17" W, 60.00 feet, thence N 83°00'37" W, 39.30 feet to the westerly boundary of said Lot 10, block B-C said point being on the Southeasterly right-of-way line of Byrsonima Circle, as shown on said plat, said point also being on the arc of a curve concaved northwesterly having a central angle of 81°30'37" and a radius of 236.66 feet, thence Southwesterly along the arc of said curve and along said right-of-way line a distance of 336.68 feet to the P.T. of said curve, (chord bearing and distance between said points being S 47°44'42" W, 309.00 feet), thence S 88°30'00" W, a distance of 436.53 feet to the point of beginning, Less and except that portion of Byrsonima Court South as shown on said plat, that lies Southerly of the Southeasterly right-of-way line of Byrsonima Circle, and also known as The Hammocks of Sugarmill Woods, as re-platted in Plat Book 14, Pages 6 through 9, of the Public Records of Citrus County, Florida (the "Replat").