

THIS INSTRUMENT PREPARED BY/RETURN TO:
Steven M. Roy, Esq.
McLin, Burnsed, Morrison, Johnson
Newman & Roy, P.A.
P.O. Box 491357
Leesburg, FL 34749-1357

2697

SUPPLEMENTAL DECLARATION OF RESTRICTIONS RELATING TO:

HICKORY HILL HAMMOCK, a subdivision in Sumter County Florida according to the plat thereof as recorded in Plat Book 4 Page 77 and 77A, of the Public Records of Sumter County, Florida.

THE UNDERSIGNED owners of all of the lots within the **HICKORY HILL HAMMOCK** subdivision, do hereby impose as additional covenants and restrictions running with the ownership of Lots 1 through 8, **HICKORY HILL HAMMOCK** subdivision, the following:

1. The Owners of Lots 1 through 8 in HICKORY HILL HAMMOCK subdivision shall perpetually provide and maintain the furniture, safety equipment, appliances, fans, light bulbs, telephone and telephone service, cable television and similar nonessential equipment or furnishings, and janitorial services inside and outside of the pool house, the pool deck, screen cage and pool (pool checks), including pressure washing for the recreation area located within the center of the subdivision. The Owners of Lots 1 through 8 in HICKORY HILL HAMMOCK subdivision shall vote and approve specific items of expense and capital expenditure with each Lot entitled to one vote. Approval of such expense or capital expenditures shall be by a majority vote in which a quorum of at least 3/4 of the owners vote, either in person or by proxy. The expenses so approved may be collected and remitted to the appropriate vendor directly by a representative designated by the Owners, or by the Hickory Hill Hammock Home Owners Association, Inc. The Hickory Hill Hammock Home Owners Association, Inc., is hereby authorized to assess against each Lot within HICKORY HILL HAMMOCK subdivision, a 1/8th share of all expenses and capital expenditures so approved. The assessments imposed pursuant hereto, together with interest, costs and reasonable attorney fees shall be a charge on the land and a continuing lien on each Lot against which such assessment is made. The lien shall be a continuing lien in the nature of a mortgage upon the Lot of the Owner, superior to other liens and encumbrances, except any institutional first mortgage. The lien shall secure the payment of all monies due as assessments hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosure of mortgages. An institutional first mortgage is defined herein as a mortgage upon a lot, any improvements thereon originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the lot and improvements.

2. Hickory Hill Hammock Home Owners Association, Inc., joins in this instrument for the purpose of acknowledging and accepting the delegation of authority and duties contained herein.

3. **Duration:** The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2030 (except as elsewhere herein expressly provided otherwise). After January 1, 2030, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

DATED this 30 day of Sept., 1997.

Witnesses:

Brenda B. Dix
(Signature of Witness)

Brenda B. DIX
(Print/Type Name of Witness)

Donald Pardo
(Signature of Witness)

DORIS A. PARDO
(Print/Type Name of Witness)

HICKORY HILL HAMMOCK HOME OWNERS ASSOCIATION, INC.

By: Mark Morse
Mark Morse, President

[CORPORATE SEAL]

11.00 PM
of 11.00 AM
3/15/56
Hickory Hill
Hickory Hill
Hickory Hill

THIS INSTRUMENT PREPARED BY RETURN TO:
Steven M. Ray, Esq.
Mills, Burness, Harrison, Adams
Sweeney & Ray, P.A.
P.O. Box 49133
Lansburg, FL 34749-1337

CLERK OF DISTRICT COURT
D.C.

97 OCT 6 AM 10 56

554 566
RECORDED IN
PUBLIC RECORDS
SUNTER COUNTY, FLA.
3 1 8 1 2 0

SUPPLEMENTAL DECLARATION OF RESTRICTIONS RELATING TO:

HICKORY HILL HAMMOCK, a subdivision in Santa
County Florida according to the plat thereof as recorded in
Plat Book 4 Page 17 and 77A of the Public Records of Santa
County, Florida.

THE UNDERSIGNED owners of all of the lots within the **HICKORY HILL HAMMOCK** subdivision,
do hereby impose an additional covenant and restrictions relating with the ownership of Lots 2 through 8,
HICKORY HILL HAMMOCK subdivision, the following:

1. The Owners of Lots 2 through 8 in **HICKORY HILL HAMMOCK** subdivision shall jointly
provide and maintain the furniture, safety equipment, appliances, lawn, light bulbs, telephone and telephone service,
cable television and similar recreational equipment or furnishings, and janitorial services inside and outside of the
pool house, the pool deck, screen doors and pool (pool check), including pressure washing for the recreation area
located within the center of the subdivision. The Owners of Lots 2 through 8 in **HICKORY HILL HAMMOCK**
subdivision shall vote and approve specific items of expense and capital expenditure, with each Lot entitled to one
vote. Approval of such expense or capital expenditure shall be by a majority vote in which a quorum of at least
1/3 of the owners vote, either in person or by proxy. The expense so approved may be collected and remitted in
the appropriate manner directly by a representative designated by the Owners, or by the Hickory Hill Hammock
Home Owners Association, Inc. The Hickory Hill Hammock Home Owners Association, Inc. is hereby authorized
to assess against each Lot within **HICKORY HILL HAMMOCK** subdivision, a 1/8% share of all expense and
capital expenditures so approved. The assessments imposed pursuant hereto, together with interest, costs and
reasonable attorney fees shall be a charge on the land and a continuing lien on each Lot against which such
assessment is made. The fee shall be a continuing lien in the nature of a mortgage upon the Lot of the Owner,
superior to other liens and encumbrances, except any institutional first mortgage. The lien shall secure the payment
of all monies due an assessment heretofore and may be foreclosed in a court of equity in the manner provided for the
foreclosure of mortgages. An institutional first mortgage is defined herein as a mortgage upon a lot, any
improvements thereon originally granted to an Owner by a bank, savings and loan association, pension fund trust,
mutual investment trust, or its successor, intended to finance the purchase of a residential property.

2. Hickory Hill Hammock Home Owners Association, Inc. joins in this instrument for the purpose of
acknowledging and accepting the disposition of authority and the restrictions herein.

Duration: The foregoing covenants, terms, conditions, and servitudes shall be non-voided
and preserved as covenants, terms, conditions and servitudes running with the land, and the same shall bind
all persons of having ownership or use of any portions of said lands until the first day of January, 2000 (except as
otherwise herein expressly provided otherwise). After January 1, 2000, said covenants, restrictions, reservations and
servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the
Developer or his assigns shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole
or part, and covenants, restrictions, reservations and servitudes.

DATED this 20th day of April, 1996.

UNRECORDED

Witness:
Bois B. Dix
(Signature of Witness)
Bois B. Dix
(Print/Type Name of Witness)
Bois B. Dix
(Signature of Witness)
Bois B. Dix
(Print/Type Name of Witness)

**HICKORY HILL HAMMOCK HOME
OWNERS ASSOCIATION, INC.**
By: Mark Maple
Mark Maple, President

[CORPORATE SEAL]

1.00 Fee
5.00 Fee
3.50 Fee

REC. 612 PM 412
REC 2500 ✓
IF 350

THIS INSTRUMENT PREPARED BY/RETURN TO:
Steven M. Roy, Attorney at Law
McLin, Burnsed, Morrison,
Johnson, Newman & Roy, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

SARA H. WATSON
CLERK OF COUNTY RECORDS
NOV 8 4 13 PM '96
FILED IN OFFICE OF
CLERK OF COUNTY RECORDS
STATE OF FLORIDA / TALLAHASSEE
303330

SECOND AMENDMENT TO THE
DECLARATION OF RESTRICTIONS RELATING TO:

HICKORY HILL HAMMOCK FIRST ADDITION, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 4, Pages 112 and 112A, of the Public Records of Sumter County, Florida, and

HICKORY HILL HAMMOCK, a subdivision in Sumter County Florida according to the plat thereof as recorded in Plat Book 4 Page 77 and 77A, of the Public Records of Sumter County, Florida.

THE UNDERSIGNED owners of all of the lots within the HICKORY HILL HAMMOCK subdivision, join with THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, Lady Lake, Florida 32159, (formerly known as ORANGE BLOSSOM HILLS, INC. hereinafter referred to as "Declarant" or "Developer"), the Developer in the DECLARATION OF RESTRICTIONS relating to HICKORY HILL HAMMOCK and HICKORY HILL HAMMOCK FIRST ADDITION recorded in Official Record Book 556, Page 595, Public Records of Sumter County, Florida, as amended (the "Restrictions"), do hereby modify said Restrictions as follows:

1. Section 2.10 of the Restrictions is deleted in its entirety and replaced as follows:

2.10 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. The Lot Owner shall have the obligation to mow and maintain all areas up to the street pavement, including any portion of Tract B lying between the Owners Lot line and the adjacent paved road area. The Owners of Lots 27 and 28 shall maintain the landscaping upon their Lots along the golf cart path between Lot 27 and 28. The Owners of Lots 2 and 3 shall maintain all landscaped areas upon their Lots, and also up to the concrete architectural feature known as "Electric Creek". The Owners of Lots 1 through 8 shall irrigate and maintain their Lot and the landscaped area lying between their dwelling and the area described in Attachment 1 whether or not such area is part of the Owner's Lot. The Owners shall hook-up to the utility providing water service to the subdivision and shall maintain the irrigation system serving their Lot and such additional areas. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

Lot 2
All
Lot 27-28
Lots 2-3
Lots 1-8

Add phone Attachment 1
See Supplemental Declaration of Restrictions Relating to: Lots 1-8

2. Section 5.2 (a) of the Restrictions is deleted in its entirety and replaced as follows:

Lot 1-8 (a) The developer or its designee shall perpetually maintain the swimming pool and pool-area, screen cage enclosure, pool equipment (not including phone service, furniture, appliances, and similar non-essential equipment or furnishings, and excluding janitorial services), the concrete architectural feature known as the "Electric Creek", the storm water retention system, and the irrigation system of the Developer serving the property described in Attachment 1, including the electricity and water meters serving such areas. For the purposes of this paragraph, "maintenance" shall also include the payment of ad valorem real property taxes.

DATED this 21 day of October, 1996.

Witnesses:

THE VILLAGES OF LAKE-SUMTER, INC.

Renee B. Dix
(Signature of Witness)

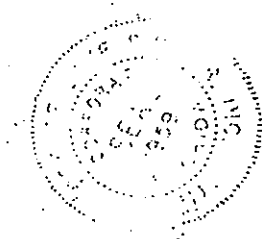
By: H. Gary Morse
H. Gary Morse, Vice-President

Renee B. Dix
(Print/Type Name of Witness)

DORISA PARDO
(Signature of Witness)

[CORPORATE SEAL]

DORISA PARDO
(Print/Type Name of Witness)



STATE OF FLORIDA
COUNTY OF LAKE

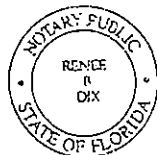
The foregoing Second Amendment to the Declaration of Restrictions was acknowledged before me this 21st day of OCTOBER, 1996, by H. Gary Morse, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

[NOTARY SEAL]

Renee B. Dix
(Print Name of Notary Public)

My Commission Expires: 10-19-98
468066
(Serial/Commission Number)



OFFICIAL NOTARY SEAL
COMMISSION NO. CC465366
MY COMMISSION EXP. OCT 19, 1998

OWNERS WITHIN HICKORY HILL HAMMOCK

Witnesses: Lot 1

Doris A. Pardo
Name DORIS A. PARDO

John E. Parker
Name: John E. Parker

Rebecca Billings
Name Rebecca Billings

Joyce E. Parker
Name: Joyce E. Parker

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by John E. Parker and Joyce E. Parker, who are personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 2

Renee B. Dix
Name Renee B. Dix

Paul D. McDowell
Name: Paul D. McDowell

Rebecca Billings
Name Rebecca Billings

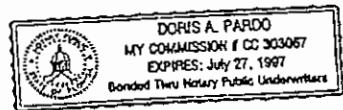
Shirley K. McDowell
Name: Shirley K. McDowell

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Paul D. McDowell and Shirley K. McDowell who are personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number).

Witnesses: Lot 3

[Signature]
Name DORIS A. PARDO

[Signature]
Name: Richard A. Schwartz

[Signature]
Name Reese B. Dix

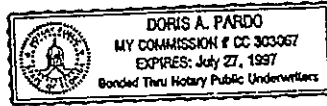
Name: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Richard A. Schwartz, who ~~is~~ personally known to me and who did not take an oath.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 4

[Signature]
Name Rebecca Billings

[Signature]
Name: Robert J. Beardmore

[Signature]
Name Reese B. Dix

[Signature]
Name Rebecca Billings

[Signature]
Name: Barbara T. Beardmore

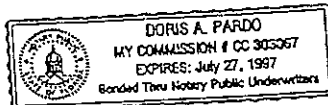
[Signature]
Name Reese B. Dix

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Robert J. Beardmore and Barbara T. Beardmore, who are personally known to me and who did not take an oath.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 5

Rebecca Billings
Name Rebecca Billings

Michael E. West
Name: Michael E. West

Doris A. Pardo
Name DORIS A. PARDO

Janet L. West
Name: Janet L. West

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Michael E. West and Janet L. West, who are personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 6

Bence B. Dix
Name Bence B. Dix

Richard L. Murray
Name: Richard L. Murray

Doris A. Pardo
Name DORIS A. PARDO

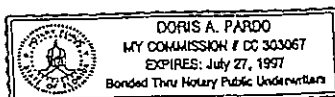
Collette L. Murray
Name: Collette L. Murray

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Richard L. Murray and Collette L. Murray who are personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 7

Renee B. Dix
Name Renee B. DIX

Donald W. Mathews
Name: Donald W. Mathews

Doris A. Pardo
Name DORIS A. PARDO

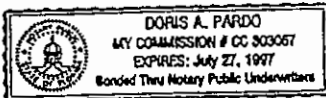
Tracy L. Mathews
Name: Tracy L. Mathews

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by Donald W. Mathews and Tracy L. Mathews, who are personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

Witnesses: Lot 8

THE VILLAGES OF LAKE-SUMTER, INC.

Renee B. Dix
(Signature of Witness)

By: H. Gary Morse
H. Gary Morse, Vice-President

Renee B. DIX
(Print/Type Name of Witness)

Doris A. Pardo
(Signature of Witness)

[CORPORATE SEAL]

DORIS A. PARDO
(Print/Type Name of Witness)

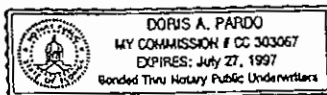


STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 16th day of OCTOBER, 1996, by H. Gary Morse, the Vice President of, and on behalf of The Villages of Lake-Sumter, Inc., a Florida corporation, who is personally known to me and who did not take an oath.

Doris A. Pardo
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
DORIS A. PARDO
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 7/27/97
CC 303067
(Serial/Commission Number)

33.00
4.50 TF
37.50

THIS INSTRUMENT PREPARED BY/RETURN TO:
Steven M. Roy, Attorney at Law
McLin, Burnsed, Morrison,
Johnson & Robuck, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Unit 697

SARAH H. MASON
CLERK OF CIRCUIT COURT
96 APR 16 PM 4:42

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

294414

FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS RELATING TO

HICKORY HILL HAMMOCK FIRST ADDITION,
a subdivision in Sumter County,
Florida, according to the plat
thereof as recorded in Plat Book
4, Pages 112 and 112A, of the Public
Records of Sumter County, Florida,
and

HICKORY HILL HAMMOCK, a subdivision
in Sumter County Florida according
to the plat thereof as recorded in
Plat Book 4 Page 77 and 77A, of the
Public Records of Sumter County,
Florida.

THE UNDERSIGNED owners of all of the lots within the HICKORY HILL HAMMOCK subdivision, join with THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, Lady Lake, Florida 32159, (formerly known as ORANGE BLOSSOM HILLS, INC. hereinafter referred to as "Declarant"), the Developer in the DECLARATION OF RESTRICTIONS relating to HICKORY HILL HAMMOCK and HICKORY HILL HAMMOCK FIRST ADDITION recorded in Official Record Book 556, Page 595, Public Records of Sumter County, Florida (the "Restrictions"), do hereby modify said Restrictions as follows:

1. Section 2.5 of the Restrictions is deleted in its entirety and replaced as follows:

2.5 (A) As to Lots 9, 10, and 11 in HICKORY HILL HAMMOCK FIRST ADDITION, there shall be no more than 5 Homes collectively on the three Lots. Only homes of at least 1200 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space, and homes with at least 4" in 12" rise and run roof pitch, shall be placed on any Lot. The Home shall be a conventionally built home, which must be constructed by Declarant or its designee of a design approved by Declarant as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be either tile or shingle materials and cover over all areas including garages, utility rooms, etc., and all areas must have finished ceilings. Screen cages are permitted over lanais, pools and screen-in walkways. The Declarant shall have the sole right to build locate, and hook up the Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the Home has been constructed, no reconstruction, replacement, reconnection, disconnection, addition, alteration, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Declarant.

(B) As to all other lots, there shall be only one Home on each Lot. Each Home must have a garage. Only homes of at least 2000 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space, and homes with at least 6" in 12" rise and run roof pitch, shall be placed on any Lot. The Home shall be a conventionally built home, which must be constructed by Declarant or its designee of a design approved by Declarant as being harmonious with the development as to color, construction materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be either tile or shingle materials and cover over all areas including garages, utility rooms, etc., and all areas must have finished ceilings. Screen cages are permitted over lanais. The Home shall be placed on a Lot in conformance with the overall plan of the Declarant. The Declarant shall have the sole right to build locate, and hook up the Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the Home has been constructed, no reconstruction, replacement, reconnection, disconnection, addition, alteration, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Declarant.

All of the lots within the HICKORY HILL HAMMOCK subdivision are herein deemed to be in compliance with the requirements of this section and this section will only apply to each lot within the HICKORY HILL HAMMOCK subdivision at such time as a home upon that lot is substantially reconstructed.

2. Section 2.24 of the Restrictions is deleted in its entirety and replaced as follows:

2.24 No children will be permitted to live in the Subdivision under the age of 19 years; however, children will be permitted to visit up to a total of 30 day maximum each year.

The age restriction imposed by this section shall only apply to any lot within the HICKORY HILL HAMMOCK subdivision, at such time as the current record title owner of such lot (the individual lot owners joining in the execution of this Declaration below), conveys legal title of such lot, and to Lot 25 in HICKORY HILL HAMMOCK FIRST ADDITION, one year from the date a Certificate of Occupancy and Use is issued for the dwelling constructed on said lot.

3. Section 3.7 of the Restrictions is deleted in its entirety and replaced as follows:

3.7 Uniform Rate of Assessment. Annual and Special assessments must be fixed at a uniform rate for all lots, except that Lots 9, 10, and 11 shall be treated as if five (5) lots for the purposed of fixing assessments.

4. Section 4.1 of the Restrictions is deleted in its entirety and replaced as follows:

4.1 Easements and rights-of-way in favor of the Developer, are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, wall fencing on adjoining

property, and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines and a five (5) foot width along the dividing lines of every building Lot and along every street, road and highway fronting on said Lot, except that no easements are reserved long the dividing line between Lots 9 and 10 and between Lots 10 and 11 in HICKORY HILL HAMMOCK FIRST ADDITION.

5. Section 4.3 of the Restrictions is deleted in its entirety and replaced as follows:

4.3 No Lot may be used as ingress and egress to any other property (except as to Lots 9, 10, and 11 in HICKORY HILL HAMMOCK FIRST ADDITION), or turned into a road by anyone other than the Developer.

6. Section 5.1 of the Restrictions is deleted in its entirety and replaced as follows:

5.1

(a) The developer or its designee shall perpetually maintain the recreational facilities of the Developer (not including any Common Element or area).

(b) Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 5.1(a) above, in the amount of \$99.00. As to Lots 9, 10, and 11 in HICKORY HILL HAMMOCK FIRST ADDITION, since five (5) dwelling units are permitted collectively on the three lots, each of the five (5) dwelling unit Owners shall pay a monthly assessment or charge for these services described in Paragraph 5.1(a) above, in the amount of \$99.00 per dwelling unit. The maintenance sum set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Lot and/or Home, the New Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of THE VILLAGES OF SUMTER.

(c) Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 1/2 of the Owners approving such additional facilities and commensurate charges therefor, the monthly assessment as provided for the Owner by Paragraph 5.1 shall be increased accordingly without limitations set forth in Paragraph 5.3. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each lot owned by the Developer.

DATED this 15th day of April, 1996.

Witnesses:

Jim McDowell
(Signature of Witness)

Jill McDowell
(Print/Type Name of Witness)

Doris Pardo
(Signature of Witness)

Doris Pardo
(Print/Type Name of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.

By: H. Gary Morse
H. Gary Morse, Vice-President

[CORPORATE SEAL]



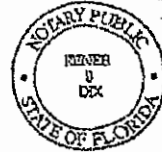
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing First Amendment to the Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by H. Gary Morse, who is ~~personally known to me~~ and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)

[NOTARY SEAL]

My Commission Expires: 10-19-98
CC468060
(Serial/Commission Number)



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP. OCT 19, 1998

OWNERS WITHIN HICKORY HILL HAMMOCK

Witnesses: Lot 1

Jim McDowell
Name Jim McDowell

Doris Pardo
Name Doris Pardo

John E. Parker
Name John E. Parker

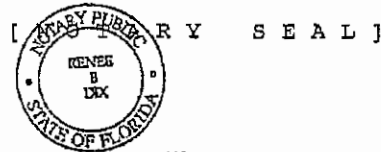
Joyce E. Parker
Name Joyce E. PARKER

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by JOHN E. PARKER and JOYCE E. PARKER, who are ~~personally known to me~~ and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. DIX
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP. OCT 19, 1998

Witnesses: Lot 2

Jim McDowell
Name Jim McDowell

Doris Pardo
Name Doris Pardo

Paul McDowell
Name PAUL MCDOWELL

Shirley K. McDowell
Name SHIRLEY K. MCDOWELL

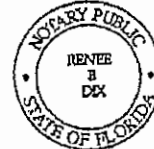
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by Paul McDowell and SHIRLEY K. McDowell, who are ~~personally known to me~~ and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. DIX
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP. OCT 19, 1998

Witnesses: Lot 3

Jim McDowell
Name Jim McDowell

Judy Hoopfer
Name Judy Hoopfer

Richard A. Schwartz
Name RICHARD A. SCHWARTZ

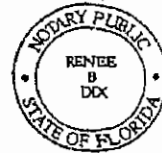
Name _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 10th day of April, 1996, by Richard A. SCHWARTZ and [REDACTED], who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP OCT 19, 1998

Witnesses: Lot 4

Jill McDowell
Name Jill McDowell
Doris Pardo
Name Doris Pardo

R.S. Beardmore
Name R.S. Beardmore
Barbara T. Beardmore
Name BARBARA T. BEARDMORE

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by R.J. Beardmore and BARBARA T. BEARDMORE, who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)
My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP OCT 19, 1998

Witnesses: Lot 5

Jill McDowell
Name Jill McDowell
Doris Pardo
Name DORIS PARDO

Michael E. West
Name Michael E. West
Janet R. West
Name Janet R. West

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by MICHAEL E. WEST and JANET R. WEST, who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP. OCT 19, 1998

Witnesses: Lot 6

Jill McDowell
Name Jill McDowell

Doris Pardo
Name Doris Pardo

Richard L. Murray
Name Richard L. Murray

Collette S. Murray
Name Collette S. Murray

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by RICHARD L. MURRAY and COLLETTE MURRAY, who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP. OCT 19, 1998

Witnesses: Lot 7

Jill McDowell
Name Jill McDowell

Tracy L. Mathews
Name TRACY L. MATHEWS

Tracy L. Mathews
Name TRACY L. MATHEWS

Don Mathews
Name Don Mathews

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by TRACY L. MATHEWS and DON MATHEWS, who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP OCT 19, 1998

Witnesses: Lot 8

Jill McDowell
Name Jill McDowell

Doris Parde
Name DORIS PARDE

H. Gary Morse
Name H. GARY MORSE

Name _____

STATE OF FLORIDA
COUNTY OF LAKE

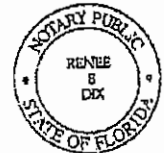
The foregoing Declaration of Restrictions was acknowledged before me this 15th day of April, 1996, by H. GARY MORSE and _____, who are personally known to me and who did not take an oath.

Renee B. Dix
NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary Public)
Renee B. Dix
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC468066
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC468066
MY COMMISSION EXP OCT 19, 1998

1-40

REC. 556 NO. 595

113.00
14.50
127.50

THIS INSTRUMENT PREPARED BY/RETURN TO:
Steven M. Roy, Attorney at Law
McLin, Burnsed, Morrison,
Johnson & Robuck, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

BY *[Signature]*
SARA H. MASON
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA.
'95 JUN 22 PM 1:20

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

282853

Unit 697

THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation
TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

HICKORY HILL HAMMOCK FIRST ADDITION, a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 4, Pages 112 and 112A, of the Public Records of Sumter County, Florida, and

HICKORY HILL HAMMOCK, a subdivision in Sumter County Florida according to the plat thereof as recorded in Plat Book 4 Page 77 and 77A, of the Public Records of Sumter County, Florida.

R. McLIN BURNSED
LL

THE UNDERSIGNED owners of all of the lots within the HICKORY HILL HAMMOCK subdivision, join with THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 1100 Main Street, Lady Lake, Florida 32159; (formerly known as ORANGE BLOSSOM HILLS, INC. hereinafter referred to as "Declarant"), the Developer in the DECLARATION OF RESTRICTIONS relating to HICKORY HILL HAMMOCK recorded in Official Records Book 343, Page 363, Public Records of Sumter County, Florida, and the owner of all of the land with the HICKORY HILL HAMMOCK FIRST ADDITION, do hereby impress on each lot within the subdivisions described above, the covenants, restrictions, reservations, easements and servitudes as hereinafter set forth:

PRIOR RESTRICTIONS REPLACED:

The DECLARATION OF RESTRICTIONS relating to the HICKORY HILL HAMMOCK subdivision recorded in Official Records Book 343, Page 363 is hereby amended by deletion of Articles 1 through 8, which are replaced with the following, subject to the provisions contained herein:

1. DEFINITIONS:

As used herein, the following definitions shall apply:

1.1. "Association" shall mean the HICKORY HILL HAMMOCK HOME OWNERS ASSOCIATION, INC. or some other similarly named nonprofit corporation, its successors and assigns, formed to assume the rights and duties described hereto. The Articles of Incorporation of the Association are attached hereto as Exhibit A. The Bylaws of the Association are attached hereto as Exhibit B.

1.2. "Common elements" shall include within its meaning the following: (a) all real property dedicated to the Owners or conveyed to the Association for the common use and enjoyment of the owners or residents of the subdivision including the Association's tennis courts, cart paths, easements, street lights

and roads, and (b) tangible personal property used in the enjoyment or maintenance of the common elements.

1.3. "Declarant" or "Developer" shall mean THE VILLAGES OF LAKE-SUMTER, INC. and its successors and assigns.

1.4. "Lot" shall mean any unit of land designated as a lot on the recorded subdivision plats referred to above.

1.5. "Maintenance" shall mean the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, water and sewer distribution systems, storm water run off collection systems, golf cart paths, tennis courts, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.6. "Member" shall mean every person or entity who owns a lot within the Subdivision and holds membership in the Association.

1.7. "Mortgage" shall mean a conventional mortgage.

1.8. "Mortgagee" shall mean a holder of a conventional mortgage.

1.9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

1.10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

2. USE OF PROPERTY:

2.1 All Lots included in the subdivision shall be used for residential purposes only and shall be subject to the following specific residential use restrictions in addition to the general restrictions contained in the Declaration of Restrictions.

2.2 No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

2.3 The Developer's approval or disapproval as required in these covenants shall be in writing. In the event that Developer, or its designated representative fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 To maintain the aesthetic qualities desirable in a first class subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer's designee.

2.5 There shall be only one Home on each Lot. Each Home must have a garage. Only homes of at least 2000 square feet, exclusive of any garage, storage room, screen room or other non-heated and non-air-conditioned space, and homes with at least 6" in 12" rise and run roof pitch, shall be placed on any Lot. The Home shall be a conventionally built home, which must be constructed by Declarant or its designee of a design approved by Declarant as being harmonious with the development as to color, construction

See First Amendment

materials, design, size and other qualities. Each Home must have eave overhangs and gable overhangs, and all roofing materials shall be either tile or shingle materials and cover over all areas including garages, utility rooms, etc., and all areas must have finished ceilings. Screen cages are permitted over lanais. The Home shall be placed on a Lot in conformance with the overall plan of the Declarant. The Declarant shall have the sole right to build locate, and hook up the Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the Home has been constructed, no reconstruction, replacement, reconnection, disconnection, addition, alteration, or modifications in the location and utility connections of the Home will be permitted except with the written consent of the Declarant. *done*

All of the lots within the HICKORY HILL HAMMOCK subdivision are herein deemed to be in compliance with the requirements of this section and this section will only apply to each lot within the HICKORY HILL HAMMOCK subdivision at such time as a home upon that lot is substantially reconstructed.

2.6 Each Home and Lot must contain a concrete driveway, the lawn must be sodded, and a lamppost erected in the front yard of each Lot.

2.7 All outside structures for storage or utility purposes must be attached to the Home. No trucks over 3/4 ton size, boats, or recreational vehicles shall be parked, stored or otherwise remain on any lot or street, except for service vehicles located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any lot nor shall any junk vehicles or equipment be kept on any lot. *done*

2.8 It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District). No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, mitigation areas, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision unless prior written approval is received from the District pursuant to Chapter 40D-4.

2.9 Commercial and/or professional activities may not be conducted in a Home or on a Lot.

2.10 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. The Lot Owner shall have the obligation to mow and maintain all areas up to the street pavement, including any portion of Tract B lying between the Owners Lot line and the adjacent paved road area. The Owners of Lots 27 and 28 shall maintain the landscaping upon their Lots along the golf cart path between Lot 27 and 28. The Owners of Lots 2 and 3 shall maintain all landscaped areas upon their lots up to the concrete architectural feature known as "Electric Creek". If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.11 No building or other improvements shall be made within the easements reserved by the Developer without permission of Developer. ?

2.12 No unauthorized person may enter into any wildlife preserve set forth within the areas designated as such in the Development Order entered in connection with the Orange Blossom Gardens West Development of Regional Impact.

*See
Second Amendment*

1995

2.13 A sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.14 No aerials, satellite reception dishes, or antennas of any kind are permitted in the Subdivision.

2.15 No fence, barrier, wall or structure of any kind or nature shall be placed on the property without prior written approval of the Declarant, and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Developer.

2.16 Except as provided above, exterior lighting must be attached to the Home and shaded so as not to create a nuisance to others. No security light poles may be erected.

2.17 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

2.18 All Owners shall notify the Developer when leaving their property for more than a 7-day period and shall simultaneously advise the Developer as to their tentative return date.

2.19 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

2.20 Developer reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

2.21 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said Lots by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner.

2.22 Only one (1) dog may be kept by an Owner, provided, however, that at all times the animal, when not within the confines of the Home, shall be restrained by a leash.

2.23 All garbage will be contained in plastic bags prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

2.24 No children will be permitted to live in the Subdivision under the age of 19 years; however, children will be permitted to visit up to a total of 30 day-maximum each year.

The age restriction imposed by this section shall only apply to any lot within the HICKORY HILL HAMMOCK subdivision, at such time as the current record title owner of such lot (the individual lot owners joining in the execution of this Declaration below), conveys legal title of such lot.

2.25 The hanging of clothes or clotheslines or poles is prohibited to the extent allowed by law.

2.26 Window air-conditioners are prohibited and only central air-conditioners are permissible.

See
First Amendments

3. ASSOCIATION

3.1 The Association shall have the authority to hold title and manage common areas and adopt Rules and Regulations for their use, and such other authority as set forth herein.

3.2 Membership. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

3.3 Voting. The Association shall have two classes of voting members. Notice, quorum and voting level requirements shall be as set forth in the Bylaws of the Association.

Class A. Class A members shall be all lot owners in the subdivision except the Declarant. Each lot owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to five (5) votes for each unsold lot.

3.4 Lien and Personal Obligation of Assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

3.5 Purposes of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision as further described below:

(a) for the repair and maintenance of the common elements, including roads and tennis courts, and adjoining right of ways and landscaped areas

(b) for water, sewer, garbage, electric, telephone, gas and other necessary utility and security systems for the common elements,

(c) for acquiring furnishings and equipment for the common elements as determined by the Association,

(d) for all other expenses of operating the Association and the common elements including material, supplies, furniture, labor, insurance, taxes or assessments, or such other expenses for the operation of the common elements for the benefit of the Owners, or the enforcement of the provisions of these Covenants and Restrictions.

In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the owner of a lot, his family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such lot is subject.

In the event that the Association fails to perform the maintenance duties herein described, the Declarant reserves the

right to enter upon such lots and common areas, perform the maintenance duties and bill the Association for such maintenance costs plus a 20% overhead/administration fee. The Association warrants that such costs are an expense of the Association and will remit such payments within 30 days of presentment.

3.6. **Special Assessments for Capital Improvements.** In addition to the annual Assessment authorized above, the Association may levy and collect in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common elements, including fixtures and personal property related thereto.

3.7. **Uniform Rate of Assessment.** Annual and Special assessments must be fixed at a uniform rate for all lots.

3.8. **Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to a lot at the later of, (1) the first day of the month following the date upon which a Certificate of Occupancy is issued for that lot, or (2) six months from the date on which these restrictions are recorded. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due, except that the first annual assessment shall be established at \$192.00, and shall continue at that level until the board of directors establishes a subsequent amount. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 1 of each year, cause to be recorded in the Public Records of Sumter County, a list of delinquent assessments as of December 31 of the prior year.

3.9. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15) percent (15%) per annum. If an owner is in default, the Association may, upon written notice, suspend the owners right to use the common areas. The Association may also bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property, or seek any other remedy allowed by law. The remedies available to the Association for a default in the payment of assessments shall be cumulative. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

3.10. **Subordination of Assessment Lien to Mortgages**
The assessment lien provided for herein shall be subordinate to the lien of any first mortgage as to liens which arise subsequent to the Mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer and after the date of the mortgage. No other sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereat.

4. EASEMENTS, RIGHTS-OF-WAY, BUFFERS AND CONSERVATION AREAS:

4.1. Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer drainage, water

See
First Amendments

See
First Amendments

lines, cablevision, telephone, recreation facilities, wall fencing on adjoining property, and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a seven and one-half (7 1/2) foot width along the rear lines and a five (5) foot width along the dividing lines of every building lot and along every street, road and highway fronting on said lot.

4.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any lot.

4.3 No lot may be used as ingress and egress to any other property or turned into a road by anyone other than the Developer.

4.4 In the center of the Hickory Hill Hammock subdivision is an area designated on the plat as a Recreation Easement. This easement area, together with the property described in Attachment 1 is hereby dedicated to the perpetual use of the owners of Lots 1 through 8 in Hickory Hill Hammock subdivision. The recreational facilities shall be used for their intended purposes only, and subject to the rules and regulations promulgated by the Developer from time to time. The Developer shall have the right to transfer to the owners of Lots 1 through 8 in Hickory Hill Hammock, the right to make such rules and regulations.

4.5 In the center of the Hickory Hill Hammock subdivision is an area designated as a Drainage Easement. This easement area, together with the property described in Attachment 2 is hereby dedicated to the perpetual use of all of the Owners in Hickory Hill Hammock and Hickory Hill Hammock First Addition, for storm water run off, drainage, and storm water retention; and also dedicated to the owners of Lots 1 through 8 in Hickory Hill Hammock subdivision for ingress and egress.

5. SERVICES TO BE PERFORMED BY DEVELOPER OR DEVELOPER'S DESIGNEE.

5.1 Services common to all lots.

(a) The developer or its designee shall perpetually maintain the recreational facilities of the Developer (not including any Common Element or area).

(b) Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 5.1(a) above, in the amount of \$99.00. The maintenance sum set forth is limited to the Owner named therein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Lot and/or Home, the New Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for new Owners of Lots in the most recent addition or unit of THE VILLAGES OF SUMTER.

(c) Each Owner agrees that as additional facilities are requested by the Owner, and the erection of such additional facilities is agreed to by the Developer, that upon a vote of 1/2 of the Owners approving such additional facilities and commensurate charges therefor, the monthly assessment as provided for the Owner by Paragraph 5.1 shall be increased accordingly without limitations set forth in Paragraph 5.3. For the purpose of all votes, the Developer shall be entitled to one (1) vote for each lot owned by the Developer.

5.2 Services benefitting only the lots in Hickory Hill Hammock.

(a) The developer or its designee shall perpetually maintain the swimming pool and pool area, screen cage enclosure,

See First Amendments

See First Amendments

See 1997 Supplemental Declaration

pool equipment (not including furniture, appliances, and similar non-essential equipment or furnishings, and excluding janitorial services), the concrete architectural feature known as the "Electric Creek", the storm water retention system, and the irrigation system of the Developer serving Lots 1 through 8 in the HICKORY HILL HAMMOCK subdivision. For the purposes of this paragraph, "maintenance" shall also include the payment of ad valorem real property taxes.

(b) Each Owner hereby agrees to pay a monthly assessment or charge against each Lot for these services described in Paragraph 5.2(a) above, in the amount of \$50.00 per month.

(c) In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the owner of a lot, his family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such lot is subject.

(d) At any time after twenty (20) years from the date of this Declaration, the Declarant may, at its option, terminate its obligation to provide the services set forth in Section 5.2(a), and its right to receive payment as provided in Section 5.2(b), by transferring to either the owners of Lots 1 - 8, Hickory Hill Hammock, or a homeowners association formed among the owners of Lots 1 - 8, Hickory Hill Hammock, the Declarant's maintenance rights and obligations.

(e) The Owners of Lots 1 through 8 hereby grant to the Developer, its employees and agents, such easements as are necessary to perform the services contemplated by Section 5.2.

(f) Both the Developer, and each of the Owners of Lots 1 through 8 shall maintain such insurance as is necessary to insure their respective interests.

5.3 The monthly assessment or charge set forth in Paragraphs 5.1 and 5.2 above is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of sale shall be the date of the Contract for Purchase of the Lot. There shall be an adjustment in the monthly assessment or charge in three years and every year subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three years from said date and each subsequent one year period thereafter. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter.

5.4 The monthly charges set forth in 5.1 and 5.2, shall be paid to Developer, or its designee each month to insure the services provided herein. The monthly charges for services described above, shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said Lot is vacant or occupied.

5.5 Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$100.00 per box. If title to a Lot is transferred, a new charge shall be made to the new Owner. Payment of this fee shall be a condition of the use of the housing provided by Developer. This mailbox fee shall be collectible in the same manner as the maintenance fee and shall constitute a lien against the lot until paid. The mailbox fee may be increased in the same percentages and manner as increases for maintenance fees as set forth in Paragraph 5.3 above.

5.6 To secure the payment of the fees set forth in Paragraph 5, the Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Lot of the

Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

5.7 Purchasers of Lots, as same are defined herein by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth in Paragraphs 5 and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

5.8 Purchasers of Lots further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive owner of said facilities.

5.9 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

5.10 Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by Village Center Community Development District, its successors and assigns. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established pursuant to Florida Statutes. Garbage and trash service shall be provided by a carrier selected by the Developer, and the charges therefor shall be paid separately by each Owner. Cable TV may be acquired from a provider of Owner's choice at Owner's expense.

6. ENFORCEMENT:

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. Cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit.

7. INVALIDITY:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

8. DURATION:

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2030 (except as elsewhere herein expressly provided otherwise). After January 1, 2030, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

DATED this 8th day of May, 1995.

Witnesses:

Renee B. Wilson
(Signature of Witness)

THE VILLAGES OF LAKE-SUMTER, INC.

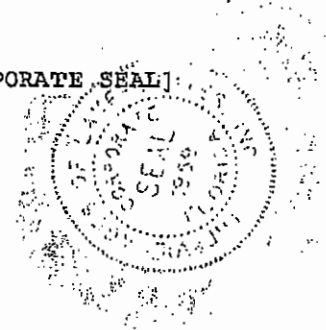
By: H. Gary Morse
H. Gary Morse, Vice-President

Renee B. Wilson
(Print/Type Name of Witness)

Rebecca J. Altman
(Signature of Witness)

Rebecca J. Altman
(Print/Type Name of Witness)

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF LAKE

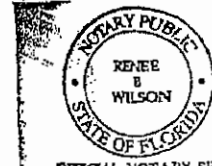
The foregoing Declaration of Restrictions was acknowledged before me this 8th day of May, 1995, by H. Gary Morse, who is personally known to me and who did not take an oath, the Vice President of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, on behalf of the corporation.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Renee B. Wilson
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC413807
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC413607
MY COMMISSION EXP OCT 19, 1998

OWNERS WITHIN HICKORY HILL HAMMOCK

Witnesses: Lot 1

Cherie Watson
Name CHERIE WATSON

John E. Parker
Name JOHN E. PARKER

Cherie Watson
Name CHERIE WATSON

Joyce E. Parker
Name JOYCE E. PARKER

Doris A. Pargo
Name: DORIS A. PARO

Name CHERIE WATSON

Name JOYCE E. PARKER

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 5th day of May, 1995, by John E. Parker and Joyce E. Parker, who are personally known to me and who did not take an oath.

Rebecca J. Altman
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Rebecca J. Altman
(Print Name of Notary Public)
My Commission Expires: 12-10-98
425143
(Serial/Commission Number)

[NOTARY SEAL]



Witnesses: Lot 2

Cherie Watson
Name CHERIE WATSON

Paul Dean McDowell
Name PAUL DEAN McDOWELL

Cherie Watson
Name CHERIE WATSON

Shirley K. McDowell
Name SHIRLEY K. McDOWELL

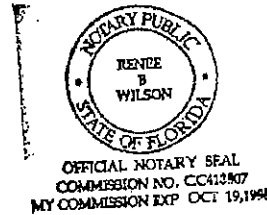
Renee B. Wilson
Name Renee B. WILSON

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 8th day of May, 1995, by Paul Dean McDowell and Shirley K. McDowell, who are personally known to me and who did not take an oath.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Wilson
(Print Name of Notary Public)
My Commission Expires: 10-19-98
CC413807
(Serial/Commission Number)

[NOTARY SEAL]



Witnesses: Lot 3

Renee B. Wilson
Name Renee B. Wilson

Richard A. Schwartz
Name RICHARD A. SCHWARTZ

Doris A. Pardo
Name DORIS A. PARO

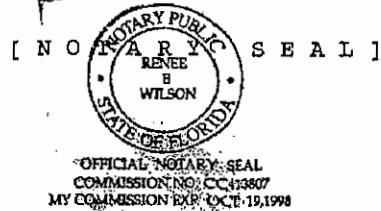
/
Name _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 8th day of May, 1995, by Richard A. Schwartz and _____, who are personally known to me and who did not take an oath.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Wilson
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC 413807
(Serial/Commission Number)



Witnesses: Lot 4

Renee B. Wilson
Name Renee B. Wilson

Doris A. Paces
Name DORIS A. PACE

THE VILLAGES OF LAKE-SUMTER, INC.

H. Gary Morse
Name H. GARY MORSE

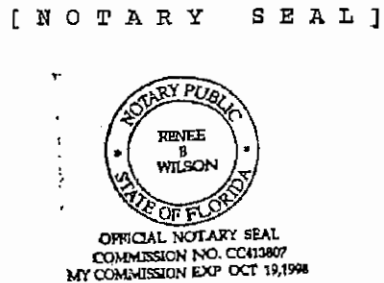
Name _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 8th day of May, 1995, by H. Gary Morse and _____, who are personally known to me and who did not take an oath.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Wilson
(Print Name of Notary Public)

My Commission Expires: 10-19-98
CC 413807
(Serial/Commission Number)



Witnesses: Lot 5

Cherie Watson
Name CHERIE WATSON

Cherie Watson
Name CHERIE WATSON

Renee B. Wilson
Name RENEE B. WILSON

Michael E. West
Name MICHAEL E. WEST

Janet P. West
Name JANET P. WEST

Name CHERIE WATSON

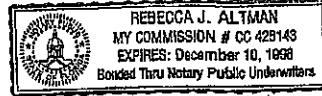
Name JANET P. WEST

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 5th day of May, 1995, by Michael E. West and Janet P. West, who are personally known to me and who did not take an oath.

Rebecca J. Altman
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Rebecca J. Altman
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 12-10-98
425143
(Serial/Commission Number)

Witnesses: Lot 6

Cherie Watson
Name CHERIE WATSON

Richard L. Murray
Name RICHARD L. MURRAY

Cherie Watson
Name CHERIE WATSON

Collette L. Murray
Name COLLETTE L. MURRAY

Renee B. Wilson
Name Renee B. Wilson

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 5th day of May, 1995, by Richard L. Murray and Collette L. Murray, who are personally known to me and who did not take an oath.

Rebecca J. Altman
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Rebecca J. Altman
(Print Name of Notary Public)

[NOTARY SEAL]



My Commission Expires: 12-10-98
425143
(Serial/Commission Number)

Witnesses: Lot 7

Renee B. Wilson
Name Renee B. Wilson

Donald W. Mathews
Name DONALD W. MATHEWS

Rebecca Altman
Name Rebecca Altman

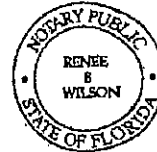
Tracy L. Mathews
Name TRACY L. MATHEWS

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 26th day of May, 1995, by Donald W. Mathews and Tracy L. Mathews, who are personally known to me and who did not take an oath.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Wilson
(Print Name of Notary Public)
My Commission Expires: 10-19-98
CC413807
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC413807
MY COMMISSION EXP. OCT 19, 1998

Witnesses: Lot 8

Renee B. Wilson
Name Renee B. Wilson

Sharon L. Morse
Name SHARON L. MORSE

Rebecca Altman
Name Rebecca Altman

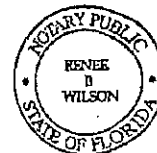
H. Gary Morse
Name H. GARY MORSE

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Declaration of Restrictions was acknowledged before me this 26th day of May, 1995, by H. Gary Morse and Sharon L. Morse, who are personally known to me and who did not take an oath.

Renee B. Wilson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Renee B. Wilson
(Print Name of Notary Public)
My Commission Expires: 10-19-98
CC413807
(Serial/Commission Number)

[NOTARY SEAL]



OFFICIAL NOTARY SEAL
COMMISSION NO. CC413807
MY COMMISSION EXP. OCT 19, 1998

STEVE\OBH\HH3.RST
040395

ATTACHMENT NO. 1

DESCRIPTION:

A PORTION OF LOTS 1, 2, 3, 4 AND 5, HICKORY HILL HAMMOCK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, HICKORY HILL HAMMOCK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N. $00^{\circ}17'50''$ E., ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 10.20 FEET; THENCE S. $88^{\circ}57'09''$ E., 104.52 FEET; THENCE N. $69^{\circ}38'34''$ E., 61.36 FEET TO THE POINT OF BEGINNING; THENCE N. $03^{\circ}36'29''$ E., 12.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 176.00 FEET AND A CENTRAL ANGLE OF $19^{\circ}44'09''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.62 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 129.50 FEET AND A CENTRAL ANGLE OF $12^{\circ}34'04''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 27.65 FEET AND A CENTRAL ANGLE OF $55^{\circ}51'56''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.96 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 39.50 FEET AND A CENTRAL ANGLE OF $13^{\circ}27'36''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.28 FEET TO A POINT OF TANGENCY; THENCE S. $74^{\circ}44'57''$ E., 24.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 41.25 FEET AND A CENTRAL ANGLE OF $23^{\circ}51'55''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.18 FEET TO A POINT OF TANGENCY; THENCE S. $50^{\circ}53'03''$ E., 6.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 26.00 FEET AND A CENTRAL ANGLE OF $64^{\circ}14'10''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.15 FEET TO A POINT OF TANGENCY; THENCE S. $13^{\circ}21'05''$ W., 18.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A

RADIUS OF 151.50 FEET AND A CENTRAL ANGLE OF $16^{\circ}32'44''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 43.75 FEET TO A POINT OF TANGENCY; THENCE S. $29^{\circ}53'49''$ W., 39.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF $29^{\circ}22'36''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.31 FEET TO A POINT OF TANGENCY; THENCE S. $00^{\circ}31'15''$ W., 60.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}44'57''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.62 FEET TO A POINT OF TANGENCY; THENCE S. $84^{\circ}16'11''$ W., 2.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3.85 FEET AND A CENTRAL ANGLE OF $83^{\circ}52'31''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.64 FEET TO A POINT OF TANGENCY; THENCE S. $00^{\circ}23'48''$ W., 25.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.25 FEET AND A CENTRAL ANGLE OF $89^{\circ}43'38''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.05 FEET TO A POINT OF TANGENCY; THENCE N. $89^{\circ}52'33''$ W., 25.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF $94^{\circ}05'46''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 13.96 FEET TO A POINT OF TANGENCY; THENCE N. $04^{\circ}13'12''$ E., 14.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2.25 FEET AND A CENTRAL ANGLE OF $93^{\circ}58'48''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.69 FEET TO A POINT OF TANGENCY; THENCE N. $89^{\circ}45'23''$ W., 10.51 FEET; THENCE N. $00^{\circ}18'41''$ E. 114.99 FEET; THENCE N. $03^{\circ}36'29''$ E., 11.60 FEET TO THE POINT OF BEGINNING.

ATTACHMENT NO. 2

DESCRIPTION:

A PORTION OF LOTS 4 AND 5, HICKORY HILL HAMMOCK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 4, HICKORY HILL HAMMOCK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGES 77 AND 77-A, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N. $00^{\circ}17'50''$ E., ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 10.20 FEET; THENCE S. $88^{\circ}57'09''$ E., 104.52 FEET; THENCE N. $69^{\circ}38'34''$ E., 61.36 FEET; THENCE S. $03^{\circ}36'29''$ W., 11.60 FEET; THENCE S. $00^{\circ}18'41''$ W., 28.65 FEET; THENCE S. $88^{\circ}26'06''$ W., 161.33 FEET TO THE WEST LINE OF LOT 5 OF SAID HICKORY HILL HAMMOCK; THENCE N. $00^{\circ}17'50''$ E., ALONG SAID WEST LINE OF LOT 5 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

ARTICLES OF INCORPORATION

OF

HICKORY HILL HAMMOCK
HOME OWNERS ASSOCIATION, INC.

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE I

NAME

1.1 The name of the Corporation shall be HICKORY HILL HAMMOCK HOME OWNERS ASSOCIATION, INC. and shall have its initial principal place of business at 1100 Main Street, Lady Lake, Florida 32159. For convenience, the Corporation shall be herein referred to as the "Association."

ARTICLE II

PURPOSES AND POWERS

2.1 Purposes. The specific primary purposes for which the Association is organized are to provide for maintenance, preservation and architectural control of the lots and common elements within a certain tract of real property described as Hickory Hill Hammock and Hickory Hill Hammock First Addition, and to promote the health, safety and welfare of the residents within the above-described development and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

2.2 Powers. In furtherance of such purposes set forth in Section 2.1 above, the Association shall have the power to:

a. Perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to the subdivision and to be recorded in the Public Records of Sumter County, Florida.

b. Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the

Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association.

c. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

d. Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

e. Dedicate, sell or transfer all or any part of the common areas to any municipality, public agency, authority, Community Development District, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer.

f. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of two-thirds (2/3) of the Members.

g. Have and exercise any and all powers, rights and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

2.3 The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE III

MEMBERS

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenant of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and any not be separated from ownership of a parcel which is subject to assessment by the Association.

ARTICLE IV

DURATION

4.1 The period of duration of the Association shall be perpetual.

ARTICLE V

OFFICERS AND DIRECTORS

5.1 The affairs of the Association will be managed by a Board of Directors, a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer. Such officers shall be elected at the first annual meeting of the Board of Directors.

5.2 The names and addresses of the officers who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

<u>OFFICERS</u>	<u>TITLE</u>	<u>ADDRESS</u>
Mark Morse	President	1100 Main Street Lady Lake, Florida
Don Mathews	Sec.\Treasurer	1100 Main Street Lady Lake, Florida

5.3 The number of persons constituting the first Board of Directors of the Association shall be three (3), and thereafter, the membership shall consist of not less than three (3) and not more than five (5), and the names and addresses of the persons who shall serve as Directors until the first election are:

<u>DIRECTORS</u>	<u>ADDRESS</u>
Mark Morse	1100 Main Street Lady Lake, Florida
Don Mathews	1100 Main Street Lady Lake, Florida

Richard Murray

1100 Main Street
Lady Lake, Florida

5.4 The method by which Directors are elected shall be as set forth in the Bylaws.

ARTICLE VI

BYLAWS

6.1 The Bylaws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at special meeting duly called for such purpose, on the affirmative vote of a majority of the class of Members entitled to vote at the time, present in person or by proxy at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE VII

AMENDMENTS

7.1 Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of the number of total votes of the Membership entitled to vote at the time of such meeting.

ARTICLE VIII

VOTING

8.1 The Association shall have two classes of voting members.

Class A: Class A owners shall be all owners in the subdivision except the Declarant. Each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves, however in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to five votes per lot.

ARTICLE IX
INCORPORATORS

Mark Morse

1100 Main Street
Lady Lake, Florida

ARTICLE X
DISSOLUTION

10.1 Upon a two-thirds (2/3) vote of the members, the corporation may be dissolved. The procedures for dissolution will be as set forth in Chapter 617 Florida Statutes.

ARTICLE XI
REGISTERED AGENT

11.1 The initial registered agent of the corporation shall be Mark Morse and the initial registered address of the corporation shall be 1100 Main Street, Lady Lake, Florida 32159.

ARTICLE XII
EFFECTIVE DATE

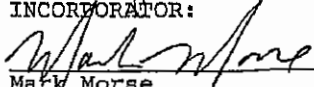
12.1 The effective date of this Corporation shall be upon filing with the Office of the Secretary of State of the State of Florida.

ARTICLE XIII
INDEMNIFICATION

13.1 Each Director and Officer of this Association shall be indemnified by the Association against all costs and expense reasonable incurred or imposed upon him or her in connection with or arising out of any action, suit or proceedings in which he or she may be involved or to which he or she may be made a party by reason of his or her having been a Director or Office of this Association, such expense to include the cost of reasonable settlements (other than amounts paid to the Association itself).

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Lady Lake, Florida, this 5th day of may, 1995.

INCORPORATOR:


Mark Morse

STATE OF FLORIDA
COUNTY OF Lake

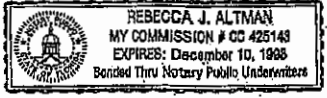
I HEREBY CERTIFY that on this 5th day of May,
1995, before me, the undersigned authority, personally appeared
Mark Morse, to me known to be the person described in and who
executed the foregoing Articles of Incorporation, and acknowledged
before me that he made and subscribed the same for the uses and
purposes therein mentioned and set forth.

WITNESS my hand and official seal at Lady Lake, said
County and State, the day and year first above written.

Rebecca J. Altman
NOTARY PUBLIC - STATE OF FLORIDA

SEAL

Rebecca J. Altman
Printed Name of Notary Public
Commission Number: 425143



janice:corpform:notfprof.art

EXHIBIT B

BYLAWS OF
 HICKORY HILL HAMMOCK
 HOME OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is HICKORY HILL HAMMOCK HOME OWNERS ASSOCIATION, INC., and shall have its initial principal place of business at 1100 Main Street, Lady Lake, Florida 32159, but the meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE II

DEFINITIONS

SECTION 1 - "Association" - shall mean and refer to the HICKORY HILL HAMMOCK HOME OWNERS ASSOCIATION, INC., a Florida Non-Profit Corporation, its successors and assigns.

SECTION 2 - "Common Elements" - includes within its meaning the following: (a) all real property including, but not limited to, common areas and recreational amenities, if any, within the development owned by the Association for the common use and enjoyment of the residential parcel owners, (b) the property and installations required for the furnishings of utilities, security and other services to more than one parcel owner or to the common elements; (c) tangible personal property required for the maintenance and operation of the Association even though owned by the Association.

SECTION 3 - "Declarant" - shall mean VILLAGES OF LAKE-SUMTER, INC., a Florida Corporation, its successors and assigns.

SECTION 4 - "Declaration" - shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Subdivision and recorded in the Public Records of Sumter County, Florida.

SECTION 5 - "Lot" - shall mean the unit of land designated as a lot on the recorded subdivision plats referred to herein.

SECTION 6 - "Member" - shall mean every person or entity who holds membership in the Association.

SECTION 7 - "Owner" - shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot in the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

SECTION 8 - "Subdivision" - shall mean the subdivided real property as set forth in the Plat of HICKORY HILL HAMMOCK, and the Plat of HICKORY HILL HAMMOCK FIRST ADDITION.

SECTION 9 - Unless otherwise clearly indicated, words in the singular or plural shall include the plural and singular respectively, where they would so apply. Words in the masculine or neuter gender shall include the feminine, masculine or neuter gender where applicable.

ARTICLE III

MEETINGS OF MEMBERS

SECTION 1: Annual Meetings. The first annual meeting of members shall be held the sooner of (1) within six (6) months after eighty percent (80%) of the parcels in all phases have been sold and conveyed by Declarant or (2) after the turnover of control of the Association by the Declarant. During the first annual meeting, the members shall establish the day, month and time of subsequent annual meetings, which shall be held on the same day of the same month of each year thereafter. If the day for annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

SECTION 2: Special Meetings. Special meetings of members may be called at any time by the President or by two (2) members of the Board of Directors, or after eighty percent (80%) of the parcels have been sold and conveyed upon written request of members who are entitled to vote one-half (1/2) of all votes of the membership.

SECTION 3: Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in case of a special meeting the purpose of the meeting.

SECTION 4: Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the members are entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

SECTION 5: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of parcel.

ARTICLE IV

BOARD OF DIRECTORS; TERM OF OFFICE; REMOVAL

SECTION 1: Number. The affairs of the Association shall be managed by not less than three (3) or more than five (5) directors, who need not be members of the Association.

SECTION 2: Term of Office. Directors shall serve one (1) year terms, except the initial Directors shall serve until the first annual meeting.

SECTION 3: Removal. Any director may be removed from the Board, with or without cause, by a majority of the number of total votes of the membership existing at that time. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4: Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

BOARD OF DIRECTORS: NOMINATION AND ELECTION

SECTION 1: Nomination. Nomination for election to the Board of Directors shall be by the members.

SECTION 2: Election. Election to the Board of Directors shall be during the annual meeting by secret written ballot unless the right to said written ballot is unanimously waived by those members present.

ARTICLE VI

BOARD OF DIRECTORS; MEETINGS

SECTION 1: Regular Meetings. Regular Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

SECTION 2: Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII

BOARD OF DIRECTORS; POWERS; AND DUTIES

SECTION 1: Powers. The Board of Directors shall have the power to:

a.) Adopt and publish rules and regulations governing the use of the Common Elements and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

b.) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.

c.) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.

d.) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

SECTION 2: Duties. It shall be the duty of the Board of Directors to:

a.) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;

b.) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each lot in advance of each annual assessment period.

(2) Send written notices of each assessment to every owner subject thereto in advance of each assessment period; and

(3) Foreclose the lien against any lot for which assessments are not paid within sixty (60) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

c.) Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

d.) Procure and maintain liability and hazard insurance on all property owned by the Association.

e.) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

f.) Cause the Common Elements to be maintained.

g.) Cause such duties as imposed upon the Association by the Declaration to be completed.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1: Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.

SECTION 2: Election of Officers. The election of officers shall take place annually at the first meeting of the Board of Directors.

SECTION 3: Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

SECTION 4: Special Appointments: The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5: Resignation and Removal: Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6: Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

SECTION 7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8: Duties. The duties of the officers are as follows:

a.) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other instruments.

b.) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c.) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve or cause to be served notice of meetings of the Board to members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by law.

d.) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual report of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a report of which shall be given at the regular annual meeting of members.

ARTICLE XIII

AMENDMENTS

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the number of total votes of the membership existing at that time, present in person or by proxy at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation.

ARTICLE XV

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

steve:obh:hkh.by

Unit 697

TO THE PUBLIC

DECLARATION OF RESTRICTIONS RELATING TO:

HICKORY HILL HAMMOCK, a subdivision in Sumter County, Florida according to the plat thereof as recorded in Plat Book 4, Pages 77 & 77A, of the Public Records of Sumter County, Florida.

ORANGE BLOSSOM HILLS, INC., a Florida corporation, hereinafter referred to as "Developer", together with all other persons who own property within the aforementioned subdivision, do hereby impress on said lands the covenants, restrictions, reservations and servitudes as hereinafter set forth:

1. DEFINITIONS:

As used herein the following definitions shall apply:

- 1.1 DEVELOPER shall mean and refer to ORANGE BLOSSOM HILLS, INC., a Florida corporation, its successors and assigns.
- 1.2 SUBDIVISION shall mean and refer to the above described Plat of Hickory Hill Hammock recorded in Plat Book 4, Pages 77 & 77A, of the Public Records of Sumter County, Florida.
- 1.3 LOT shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation: but shall not include tract or other areas not intended for a Residence.
- 1.4 HOME shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities, and which has had its axle and wheels removed and which is permanently affixed to the real property.
- 1.5 OWNER shall mean and refer to the record OWNER, whether one or more persons or entities, of the fee simple title to any LOT within the Plat.

2. USE OF PROPERTY:

All Lots included in the subdivision shall be used for residential purposes only and shall be subject to the following specific residential in addition to the general restrictions contained in the Declaration of Restrictions.

2.1 To maintain the aesthetic qualities desirable in a first class Subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer. The minimum size home allowable is 1000 feet.

2.2 There shall be only one Home on each Lot. Only double-wide Homes, at least 24 feet wide, exclusive of any carport, storage room, screen room or other appurtenances, shall be placed on any Lot. Said Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to place, level and hook up the Home on the Lot, at the sole cost and expense of the owner. After the Home has been placed, positioned and hooked up, no replacements, reconnections, disconnections, additions, alterations, or modifications in the location and utility connections of the Home will be permitted without the written consent of the Developer.

FILED AND RECORDED IN
 PUBLIC RECORDS OF
 SUMTER COUNTY, FLA.
 RECORD VERIFIED
 15 05 PM '07
 HICKORY HILL HAMMOCK, INC.

201448

2.3 Each Home shall be skirted in a manner as may be required by the Engineer so as to make all of the lotting in the Subdivision aesthetically compatible. All Homes shall have lap siding or stucco exterior finish and shingled roofs. In addition thereto, each Lot must contain a paved driveway and the lawn must be seeded or sodded and a lamp post light erected in the front yard of each Lot.

REC. 343 PAGE 364

2.4 Commercial and/or professional activities may not be conducted in a Home or on a Lot.

2.5 It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut and edged at all times. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.6 A sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer.

2.7 No aerials or antennas of any kind are permitted in the Development.

2.8 No fence of any kind or nature shall be placed on the property without prior written approval of the Developer and no hedges shall be allowed to grow in excess of four (4) feet in height. Permission must be secured from the Developer prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent property owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed thru excessive injury without first obtaining permission from the Developer.

2.9 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

2.10 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said Lots by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which equally to all of the parties in said Subdivision. Said rules and regulations shall take effect within five (5) days from the sending of a notice of an Owner.

3. EASEMENTS AND RIGHTS-OF-WAY:

3.1 Easements and rights-of-ways in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as electric light lines, sewer lines, cablevision telephone, recreation facilities and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way or hereby reserved over a five (5) foot width along the rear and dividing lines of every building lot and along every street, road and highway fronting on said Lot, which shall be in addition to any easement which may be shown on the Record Plat of Hickory Hill Hammock.

3.2 Developer reserves the right to change, extend or close any streets or roads in said Subdivision or to cut new street or roads, provided such change or changes shall not interfere with ingress or egress to the property of the Owner or alter the size of said Lot.

3.3 In the center of the Subdivision or areas designated as a "recreation easement" and "drainage easements". These easements are hereby dedicated to the perpetual use of the owners of the subdivision. The recreation facilities shall be used for their intended purpose only and subject to rules and regulations promulgated by developer from time to time. Developer shall have the right to transfer to the lot owners the right to make such rules and regulations, in which event the rules and regulations shall be made and in force and accordance with procedures determined by majority of the lot owners, each lot have one vote.

on the plat

together with the property described in Attachment one

Lots 1 through 8 in Hick Hill Hammock.

4.1 (a) The Developer shall perpetually maintain the recreational facilities and common grounds. In the event the developer fails to maintain them then they shall be maintained in manner determined by a majority vote of the lot owners, each lot having one vote. In such an event the persons responsible for such maintenance shall have all rights of the developer set forth herein.

4.1 (b) Upon acquiring any interest as an Owner of a Lot in the Subdivision, each Owner hereby agrees to pay for water and sewer services to be provided by the Developer, its successors or assigns, as governed by the Public Service Commission. The charges for such services shall be billed and paid on a monthly basis. Rates are to be established and regulated by the Florida Public Service Commission, pursuant to Florida Statutes, Chapter 367.

4.2 Each Owner hereby agrees to pay an initial monthly assessment or charge against each Lot for these services described in Paragraph 4.1 (a) above, in the amount set by the developer from time to time for new lot purchases. The maintenance sum set forth herein is limited to the Owner named herein. In the event the Owner(s) transfer, assign or in any manner convey their interest in and to the Lot and/or Home, the new Owner(s) shall be obligated to pay the prevalent maintenance sum that is then in force and effect for all new Owner(s) of Lots in Hickory Hill Hammock. Included within the charge or assessment shall be the maintenance of all intersection street lights and the maintenance of all recreational facilities erected by the developer.

4.3 The monthly assessment or charge set forth in Paragraph 4.2 above is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. There shall be an adjustment in the monthly assessment or charge three years after each purchaser purchases a lot and every three years subsequent thereto. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to three years from said date and each subsequent three year period. Each adjustment shall be in effect for the intervening three year period.

4.4 Said monthly charges for services described in Paragraphs 4.1 (a) and 4.1 (b) above, shall be paid to Developer, or its designee each month to insure the services provided herein.

4.5 The monthly charges for services described in Paragraphs 4.1 (a) and 4.1 (b) above, shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said Lot is vacant or occupied.

4.6 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the Lot of the Owner, in the event to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees incurred by it, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a Lot and the improvements thereon, originally granted to add owned by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the Lot and/or improvements.

4.7 Purchasers of Lots, as same are defined herein by the acceptance of their deed, together with their heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth in this Paragraph-4; and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking in consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

4.8 Purchasers of Lots, further agree, by the acceptance of their deeds, and the payment of the purchase price therefore, acknowledge that said purchase price was solely for the purchase of said Lot or Lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive owner of said facilities.

4.9 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the streets and other portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a Third Party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

5. SALE OF PROPERTY:

5.1 No property may be sold or transferred by an Owner without first giving written notice to the Developer. However, this restriction shall in no way or manner whatsoever apply to a Transfer to a member of the immediate family. By "Immediate Family" is meant

spouse, parents, children, brothers, sisters or grandchildren. Owner shall within five (5) days of the receipt of a bona fide offer to purchase his Lot, transmit to the Developer a true and correct copy of said offer to purchase.

5.2 The Developer or its designee, shall thereupon have the first option to purchase the Lot of the Owner upon the same terms fifteen (15) days from the receipt of the copy of the offer to purchase to exercise this option. If a sale is made by and Owner without complying with the provisions herein, the Developer shall have the option to purchase the property in accordance with the terms of the original offer within sixty (60) days after receiving actual notice of said transfer or sale of said property.

6. ENFORCEMENT:

If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, it shall be lawful for the Developer to prosecute any proceedings at law or inequity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. Cost of such proceedings, including a reasonable attorney's fees shall be paid by the party losing said suit.

7. INVALIDITY CLAUSE:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

8. DURATION:

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2020 (except as elsewhere herein expressly provided otherwise). After January 1, 2020, said covenant, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

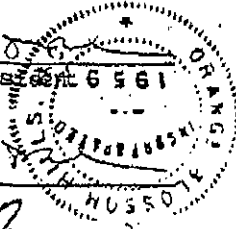
IN WITNESS WHEREOF the parties have set their hands and seals this 18 day of MARCH, 1987.

WITNESSES:

Harold J. Adkins
Diana C Young
Harold J. Adkins
Diana C Young
 As to Morse
May Ann Boone
Diana C Young
 As to Parkers
Harold J. Adkins
Diana C Young
 As to Boones
Harry S. Hudoff Jr
Diana C Young
 As to Murrays
Robert Adams
Diana C Young
 As to Wests

ORANGE BLOSSOM HILLS, INC.

By: H. Gary Morse
 H. Gary Morse / Vice-President
 (Corporate Seal)
Sharon L. Morse
 SHARON L. MORSE
John E. Parker
 JOHN E. PARKER
John E. Parker
 JOHN E. PARKER
Marcus W. Boone
 MARCUS W. BOONE
Jennifer L. Boone
 JENNIFER L. BOONE
Richard L. Murray
 RICHARD L. MURRAY
Collette L. Murray
 COLLETTE L. MURRAY
Michael L. West
 MICHAEL L. WEST
Janet P. West
 JANET P. WEST



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by H. Gary Morse, the Vice-President of ORANGE BLOSSOM HILLS, INC., a Florida corporation, on behalf of the corporation.

Martin L. Dyer
 NOTARY PUBLIC
 My Commission Expires:
 Notary Public State of Florida at Large
 My Commission Expires Feb. 22, 1990
 Bonded By Western Surety Company
 STATE OF FLORIDA
 COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by H. GARY MORSE and SHARON L. MORSE, his wife.

Martin L. Dyer
 NOTARY PUBLIC
 My Commission Expires:
 Notary Public State of Florida at Large
 My Commission Expires Feb. 22, 1990
 Bonded By Western Surety Company
 STATE OF FLORIDA
 COUNTY OF LAKE

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by JOHN E. PARKER and JOYCE E. PARKER, his wife.

Martin L. Dyer
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990
Bonded By Western Surety Company

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by MARCUS W. BOONE and JENNIFER L. BOONE, his wife.

Martin L. Dyer
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990
Bonded By Western Surety Company

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by RICHARD L. MURRAY and COLLETTE L. MURRAY, his wife.

Martin L. Dyer
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990
Bonded By Western Surety Company

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of MARCH, 1987 by MICHAEL L. WEST and JANET P. WEST, his wife.

Martin L. Dyer
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990
Bonded By Western Surety Company

THIS INSTRUMENT PREPARED BY:
H. GARY MORSE, VICE-PRESIDENT
Orange Blossom Hills, Inc.
10 Paradise Drive
Lady Lake, Florida 32659