

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HAMMOCK TRACE PRESERVE

THIS SECOND AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Hammock Trace Preserve (hereinafter referred to as the "Second Amendment") is dated as of this 10th day of SEPT, 2007, by the undersigned.

WITNESSETH

WHEREAS, Hammock Trace Preserve Development Company (the "Developer") created a single family subdivision in Brevard County, Florida generally known as Hammock Trace Preserve according to the plat thereof as recorded in Plat Book 56, Pages 76 through 80, Public Records of Brevard County, Florida (the "Subdivision"); and

WHEREAS, the Developer encumbered the property within the Subdivision with that certain Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 5768, Pages 949 through 975, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 5788, Page 4186, all of the Public Records of Brevard County, Florida (the Declaration"); and

WHEREAS, pursuant to Article VIII of the Declaration, the Declaration may be amended by the Developer at any time the Developer holds two thirds (2/3) of the total membership votes in Hammock Trace Preserve Homeowners Association, Inc. (the "Association"); and as of the effective date hereof, Developer holds one hundred (100%) percent of the total membership votes; and

WHEREAS, Developer wishes to amend the Declaration as hereinafter set forth.

NOW THEREFORE, the undersigned Developer does hereby amend the Declaration as follows:

1. Article III, Section 32, is hereby deleted in its entirety.
2. Paragraph 4 of the First Amendment recorded in Official Records Book 5788, Page 4186 contained an erroneous reference to adding Article III, Section 33 instead of Article III, Section 34. Therefore, the incorrect references therein to Article III, Section 33, are hereby corrected to read Article III, Section 34 wherever they appear; with Section 33 of Article III, regarding Lakes and Stormwater Retention Areas remaining as a section/provision in the Declaration as originally recorded.

3. The following Article III, Section 35 is hereby added:

Section 35. Conservation Easement Area Responsibilities

All Lot owners shall be required to comply with the conditions of the Conservation Easement, and shall not conduct or permit any activity in or use of the Conservation Easement Areas that is inconsistent with the Conservation Easement's purpose of retaining the Conservation Easement Area in its existing natural condition. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement Areas as defined in Article IX below shall be deemed a violation of the covenants and conditions contained herein and subject the Owner responsible for the violation to the enforcement provisions contained in Article VI, including fines and liens. The Association shall also have the authority, but not the obligation, to cure any such violation through whatever action it deems necessary and the expenses of such action shall be chargeable to the Owner responsible for the violation and shall be due and payable in accordance with said Article VI. Furthermore, the Owner responsible for a violation shall also be responsible and liable to the St. John's River Water Management District and all applicable governmental entities for any damages, costs, expenses, fines and penalties imposed by said entities as a result of the violation and shall indemnify and hold harmless Developer and the Association from any such damages, costs, expenses, fines and penalties imposed by said entities as a result of the violation.

4. The following Article IV, Section 11 is hereby added:

Section 11. Indemnification of Developer

Unless resulting from the gross negligence or willful misconduct of the Developer, the Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Developer, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages: (i) arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners; (ii) arising from the breach or violation of the conditions or terms of any governmental regulatory permits/licenses/approvals applicable to the Subdivision or easements applicable to the Subdivision; together with all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claims, the investigation thereof, or the defense of

any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment as of the day and year first set forth above.

Signed, sealed and delivered in the presence of

Leigh Stewart
Witness

Print Name: Leigh Stewart

William Alcock
Witness

Print Name: William Alcock

HAMMOCK TRACE PRESERVE
DEVELOPMENT COMPANY, a
Florida Corporation

BY: [Signature]
Roy J. Pence, as its President

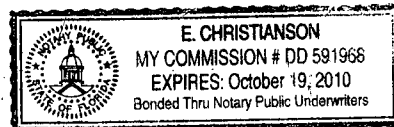
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10th day of SEPT, 2007 by Roy J. Pence, as President of Hammock Trace Preserve Development Company, a Florida Corporation, on behalf of said corporation ☒ who personally known by me, or ☐ who has produced a Florida driver's license as identification.

[Signature]
Notary Public

Print Name: E. CHRISTIANSON

Commission Expires: 10/19/2010



Signed, sealed and delivered in the presence of

Leigh Stewart
Witness

Print Name: Leigh Stewart

William Alcock
Witness

Print Name: WILLIAM ALCOCK

HAMMOCK TRACE PRESERVE
HOMEOWNERS ASSOCIATION, INC.
a Florida Non Profit Corporation

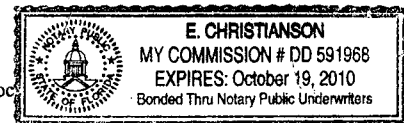
BY: [Signature]
Roy J. Pence, as its President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10th day of SEPT, 2007 by Roy J. Pence, as President of Hammock Trace Preserve Homeowners Association, Inc., a Florida Non Profit Corporation, on behalf of said corporation ☒ who personally known by me, or ☐ who has produced a Florida driver's license as identification.

[Signature]
Notary Public
Print Name: E. CHRISTIANSON
Commission Expires: 10/19/2010

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The foregoing Second Amendment is hereby joined in and consented to by the undersigned Association.

IN WITNESS WHEREOF, the Association has executed this Second Amendment as of the day and year first set forth above.

Signed, sealed and delivered in the presence of

Leigh Stewart
Witness

Print Name: Leigh Stewart

William Alcock
Witness

Print Name: WILLIAM ALCOCK

HAMMOCK TRACE PRESERVE
HOMEOWNERS ASSOCIATION, INC.
a Florida Non Profit Corporation

BY: [Signature]
Roy J. Pence, as its President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10th day of Sept, 2007 by Roy J. Pence, as President of Hammock Trace Preserve Homeowners Association, Inc., a Florida Non Profit Corporation, on behalf of said corporation ☒ who personally known by me, or ☐ who has produced a Florida driver's license as identification.

[Signature]
Notary Public
Print Name: E. CHRISTIANSON
Commission Expires: 10/19/2010

