

standards and procedures as it deems appropriate See Hammocks Trail Homeowners Association Rules, Standards and guidelines that the Resident/Homeowners shall be required to comply with

ITEM 5 Article XI(2) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be deleted in its entirety and replaced with the following

ARCHITECTURAL REVIEW BY THE MASTER ASSOCIATION
The Master Association Architectural Review Board ("ARB") shall have the duties and functions as described in Article XI Architectural standards in the Master Association Declaration of Covenants regarding modifications that the Hammocks Trail Association shall comply with

ITEM 6 Article XII(1)(b) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Any Member who wishes to lease his/her residential unit must have resided in said Residential Unit for a minimum of two (2) consecutive years. Any Member intending to make a bona fide lease of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease, a form designated by the Board and such other information concerning the intended lease or lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than ~~six (6) months~~ twelve (12) months. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Member shall be responsible for the payment of all Assessments. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease

ITEM 7 There shall be a new Section (c) added to Article XII(1) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall read as follows:

The Board will not approve a sale or rental of a home if there are pending violations with respect to the physical condition of the residence. The homes must meet the standards of the community before approval. If an owner is delinquent and has received notices of late payments, and has any late fees pending, the owner will not receive approval to sell or rent the unit.

ITEM 8 Article XII(4)(a) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association. The Association shall have the right to charge the Member a fee ~~not to exceed fifty (\$50.00) Dollars~~ in an amount determined by the Board of Directors, for the processing of this information

ITEM 9 Article XII(4)(b) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, shall be amended to read as follows

In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, agents, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Master Association and the Association shall each have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Associations shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association, within ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected. In addition, the Board shall have the right to disapprove a proposed sale or lease, due to, among other reasons, a criminal background of the purchaser or tenant.

owner to remodel the interior of his residence, or to paint the interior of his residence any color desired, unless said remodeling or painting is determined by the M.C. to be in conspicuous view, mandating the necessity of M.C. approval. In the event that the M.C. fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

ARTICLE XII

TRANSFER OF OWNERSHIP AND LEASING

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Residential Unit by any Member shall be subject to the following provisions, which provisions each Member covenants to observe:

Section 1. NOTICE

(a) Sale. A Member intending to make a bona fide sale of his Residential Unit, or any interest therein, shall give to the Master Association, with a copy to the Association, notice of such intention, in writing, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Master Association and the Association may reasonably require.

(b) LEASE. Any Member intending to make a bona fide lease of his Residential Unit, or any interest therein, shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease, a form designated by the Board and such other information concerning the intended lease or lessee as the Association may reasonably require. All such leases shall be in writing and shall be for a term of not less than six (6) months. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The Member shall be responsible for the payment of all Assessments. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease.

Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS.

An owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give to the Master Association, with a copy to the Association, notice of the acquisition of title, together with such information concerning the

Owner as the Association and the Master Association-may require.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Master Association and the Association is not given, the Association may deny the unauthorized Owner, lessee or occupant of a Residential Unit the use of the Common Area, and may take such other action at law and/or equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Residential Unit situated thereon.

Section 4. CERTIFICATE OF NOTICE AND APPROVAL.

(a) Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and information, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty (\$50.00) dollars for the processing of this information.

(b) In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, agents, licensees or invitees are not in compliance with any provisions of this Declaration, the Master Association Declaration, or any Rules and Regulations adopted by the Association or the Master Association, the Master Association and the Association shall each have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information. In the event the delinquent Assessment is paid or the violation is corrected, the Association shall cause a Certificate of Notice and Approval to be executed by any Officer of the Association, within ten (10) days after receipt of proof satisfactory to the Association, that the delinquent Assessment has been paid or the violation corrected.

Section 5. TRANSFERS VOID. Any sale, lease, gift, devise, or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Association is subsequently obtained.

Section 6. EXCEPTIONS. The foregoing provisions of this Article shall not apply to any Institutional First Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.