

FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS
FOR
THE HAMMOCKS OF SUGARMILL WOODS

This Fifth Amendment to Declaration of Covenants, Restrictions and Easements ("Declaration") is made this 17th day of November, 2001 by The Hammocks of Sugarmill Woods Homeowner's Association, Inc.

RECITALS:

WHEREAS, Declaration of Covenants, Restrictions, and Easements ("Original Declaration") of record were filed on December 12, 1988, in OR Book 800, Pages 198 thru 216 incl of the Public Records of Citrus County, Florida; the First Amendment to the Declaration of Covenants, Restrictions, and Easements were filed on March 9, 1989 in OR Book 808, Pages 1662 thru 1685 incl of the Public Records of Citrus County, Florida; the Second Amendment to the Declaration of Covenants, Restrictions, and Easements were filed on July 5, 1994 in OR Book 1040, Page 805 thru 827 of the Public Records of Citrus County, Florida; the Third Amendment to the Declaration of Covenants, Restrictions, and Easements were filed on November 30, 1999 in OR Book 1336, Page 2251 and 2252 of the Public Records of Citrus County, Florida; the Fourth Amendment to the Declaration of Covenants, Restrictions, and Easements were filed on November 22, 2000 in OR Book 1394, Page 1604 through 1606 of the Public Records of Citrus County, Florida, and

WHEREAS, by this instruction, it is the desire of The Hammocks of Sugarmill Woods Homeowner's Association, Inc. to amend the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment.

WHEREAS, the Properties as defined herein are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions" and shall run with the land, to-wit:

Lots 1 thru 99, inclusive, HAMMOCKS OF SUGARMILL WOODS, a replat as recorded in Plat Book 14, Pages 6 thru 9 of the Public Records of Citrus County, Florida.

BK 1467	PG 1517
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FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK OF COURTS
DATE 11-27-01 TIME 12:29 PM
FILE# 1255910
VERIFIED BY KC

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NOW, THEREFORE, from the date of the execution of this Amendment, the following covenants and restrictions shall amend the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment with the change in Article VIII, Section 3 (b), 6, and 22, as follows:

ARTICLE VIII

Section 3. Lawns and Landscaping. (b) When the landscaping has been installed in accordance with the landscaping plan, the Association shall be responsible for the maintenance thereof. In the event that any of the trees, grass or shrubs thereafter require replacement, the Association shall have the responsibility to replace such grass, and the homeowner shall have the responsibility to remove and replace such trees and shrubs. However, when grass or shrubs are severely damaged by negligence of a service provider, the provider will be held responsible for replacement of the grass and shrubs. In addition, the Association shall have the right, but not the obligation, to remove or require the removal of any tree or shrub located on or adjacent to any roadway or Dwelling Unit if the location of the shrub or tree will, in the sole judgment or opinion of the Association, obstruct the vision of any motorist upon any roadway.

Section 6. Vehicles.

No wheeled vehicles of any kind (motorized or un-motorized) and no boats may be kept or parked on a Dwelling Unit unless completely inside a garage, except that private vehicles (being defined as passenger cars, mini-vans, SUV's, and vans and pickup trucks with no more than one (1) ton rated weight carrying capacity) of the Owners and their guests, may be parked on the driveway or garage of the Dwelling Unit provided that they bear no commercial signs. However, vehicles bearing commercial signs may be parked completely inside the garage of the Dwelling Unit. Other vehicles may be parked in such driveways or garage during the times necessary for pickup and delivery service and solely for the purposes of such services. This does not preclude short term temporary (i.e., less than 48 hours) parking of recreational vehicles, travel trailers, or the like for the purpose of packing or unpacking the vehicle. No trailer, camper, or recreational vehicle of any kind shall at any time be used as a residence, either temporarily or permanently.

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When it is not physically feasible to park on the driveway or in the garage of a Dwelling Unit, vehicles described above, including those with commercial signs, but excluding boats, boat trailers, recreational vehicles, campers, and travel trailers, will be permitted to park for up to seven (7) days in any twenty-one (21) day period in the parking lot adjacent to the Hammocks cabana.

Section 22. Remedies for Violations. Violation or breach of any condition, restriction or covenant herein contained by any person shall give the Association, or any person claiming under the Association, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Association shall have the right to summarily remove any structure on a Dwelling Unit which is in violation of these restrictions at the expense of the Owner, and such entry and removal shall not be deemed a trespass.

The Association may suspend for a reasonable period of time the rights of a Member or a Member's tenants, guests, or invitees, or both to use common areas and facilities and may levy reasonable fines not to exceed \$100.00 per violation against any Member of the Association or any Member's tenant, guest, or invitee for a violation of any provision of this Declaration, the Bylaws, the Articles of Incorporation or the rules and regulations of the Association. The Association may levy a fine on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$1,000 in the aggregate. The Association shall give the person sought to be fined a notice of no less than fourteen (14) days, and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, nor employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed.

In the event a Member is in violation of the governing documents of the Association and the Member refuses to cure the violation within thirty (30) days after the Association has served notice of the violation upon the Member, then the Association may go upon the lot of the Member and cure the violation. All costs

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and expenses, including attorney fees and costs incurred by the Association to gain access to the Member's property and to cure the violation shall be the responsibility of the Member and there shall be a lien placed upon the Member's property. The lien may be foreclosed in the same manner that liens for past due assessments may be foreclosed, and the Association may recover its attorney fees and costs association with the lien and its enforcement.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 27th day of November, 2001.

THE HAMMOCKS OF SUGARMILL WOODS
HOMEOWNERS ASSOCIATION, INC.

BY: Shirley H. Merson
Shirley H. Merson, President

Witnesses:

Leanne Hadsell

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this 27th day of Nov., 2001 personally appeared before me, a Notary Public duly authorized by the laws of the State of Florida to take acknowledgments, Shirley H. Merson, as President of The Hammocks of Sugarmill Woods Homeowner's Association, Inc., a Florida Corporation, to me well known to be the person who executed the foregoing Fifth Amendment to Declaration of Covenants, Restrictions and Easements and acknowledged before me that he executed the same for the purposes therein expressed and as the free act and deed of the Corporation.

Leanne Hadsell
NOTARY PUBLIC

This Instrument Prepared By
and Return To:
The Hammocks of Sugarmill Woods
Homeowners Association, Inc.
P.O. Box 1760
Homosassa Springs, FL 34447



Leanne Hadsell
Commission # 00 839369
Expires May 23, 2003
Bonded Thru
Atlantic Bonding Co., Inc.