

BY-LAWS OF
INDIAN HAMMOCK.HUNT AND RIDING CLUB, INC.

A corporation not for profit under the
Laws of the State of Florida

ARTICLE I.

General

Section 1. The name of the corporation shall be INDIAN HAMMOCK HUNT AND RIDING CLUB, INC., which shall hereinafter be referred to as the "Club."

Section 2. The principal office shall be located at Indian Hammock Hunt and Riding Club, in Okeechobee County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

Section 4. The fiscal year of the Club shall be the calendar year, or such other time as may be determined by the Board of Directors.

Section 5. The Seal of the Club shall bear the words - "Florida - Corporation not for profit - 1973," an impression of which seal is as follows:

Section 6. As used in these By-Laws, "Residential Lot" shall mean a residential lot in the subdivision of Indian Hammock Hunt and Riding Club in Okeechobee County, Florida, according to the plat or plats thereof (the "Subdivision").

Notwithstanding anything provided above, all Residential Lots owned by the Subdivider, Indian Hammock Hunt and Riding Club Limited, a Florida limited partnership, shall not be included within the definition of "Residential Lot."

Section 7. This Club has been organized for the purpose of managing, operating and maintaining an exclusive private hunting and recreational facility on adjacent property for owners of Residential, Lots in the Subdivision, as provided in the Declaration of Restrictions now or hereafter governing the use, maintenance and management of the Subdivision.

ARTICLE II.

Membership

Section 1. All owners of Residential Lots in the Subdivision shall automatically become members of the Club upon acquisition of their ownership interest and after appropriate approval by the Club and/or Subdivider, as required by the Declaration of Restrictions now or hereafter governing the Subdivision. Transfer of ownership interest in a Residential Lot, either voluntary or by operation of law, shall automatically terminate the membership in the Club of the former owners of such interest.

Section 2. In the event of dissolution of the Club for any cause, members in good standing at the time of such dissolution shall be entitled to participate in distributable assets to the extent of their membership interest in the Club.

ARTICLE III.

Meetings of Members

Section 1. The annual meeting of members shall be held at 2:00 p.m. on the first Monday of February of each year at the principal office of the Club or such other place designated by the Board of Directors, except the first such annual meeting shall be held when the Subdivider, its successors or assigns, has initially sold 200 of the Residential Lots. At such meeting, the members shall elect directors to serve until their successors shall be elected and qualified.

The Subdivider shall have absolute control in the management, operation and conduct of business of the Club until the first annual meeting of members.

Section 2. Special meetings of the members may be called after the first annual meeting of members at any time by the President; or in his absence, by a Vice President; or by the majority of the members of the Board of Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever so requested by a majority of the members of the Club.

Section 3. Notice of the time and place of all annual or special meetings shall be mailed by the Secretary to each member not less than fifteen (15) days before the date thereof.

Section 4. The President, or in the absence of the President, a Vice President, shall preside at all such meetings.

Section 5. At every such meeting, each owner of a Residential Lot shall be entitled to cast one vote for each Residential Lot owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record by him in the minutes of the meeting.

Section 6. The vote allotted to each Residential Lot may be cast for as many persons as there are directors to be elected. Voting rights are non-cumulative. If a Residential Lot is held jointly by a husband and a wife, only the husband is authorized to cast the vote for such Residential Lot.

Section 7. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Club; however, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time.

When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written, proxy shall decide any questions brought before the meeting, unless the question is one which by express provision of applicable statute, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the determination of such question.

Section 8. A complete list of the members entitled to vote at each annual or special meeting of the members shall be furnished and certified by the Secretary of the Club, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

ARTICLE IV.

Board of Directors

Section 1. The business and property of the Club shall be managed by a Board of three (3) directors until the first annual meeting of members; thereafter, the Board shall consist of from three (3) to thirteen (13) members as shall be determined by the members at the annual meeting or at a special meeting called for that purpose. Except for the initial Board of Directors or their replacements, serving until the first annual meeting of members, all directors shall be members of the corporation.

In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement at the next regularly scheduled Board meeting to serve until the next election. In the event of a vacancy on the Board of Directors prior to the first annual meeting of the membership, the Sub-divider shall have the right to appoint a replacement director.

Section 2. The annual meeting of the directors shall be held at the same place as the members' meeting, and immediately after the adjournment of same.

Section 3. Special meetings of the Board of Directors may be held at such time and place as the Board may designate. Such meetings may be called by the President, and in his absence, by a Vice President or by any two members of the Board. By unanimous consent of the directors, special meetings of the Board may be held without notice, at any time and place.

Section 4. Notice of all regular and special meetings, except as provided in Article IV, Section 3, shall be mailed to each director by the Secretary at least five (5) days prior to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof.

Section 5. A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time. Subsequent approval of minutes by a director's execution of same shall constitute non-rebuttable evidence of his presence for the purpose of determining whether a quorum was present.

Section 6. The directors shall elect the officers of the corporation at the directors' meeting following each annual meeting of the members of the Club. All officers shall be elected by the directors. The President and any Vice President must be members of the Board of Directors. An officer may be removed at any time by a two-thirds (2/3rds) vote of the full Board of Directors. An officer or director may be removed by a two-thirds (2/3rds) vote of all Club members present at an annual meeting or special meeting of the membership called for the purpose of considering such removal.

Section 7. The directors may, by resolution, appoint members of the Board as an executive committee, to manage the business of the Club during the interim between meetings of the Board. The executive committee shall keep records of its meetings.

Section 8. Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to the Club in another capacity.

Section 9. At each annual meeting of the membership the directors shall submit a statement of the business transacted during the preceding year, together with a report of the general financial conditions of the Club, and of the condition of its properties.

Section 10. The directors shall have such additional powers and authority as provided in these By-Laws and as are conferred by the Articles of Incorporation of this Club, the laws of the State of Florida, and the Declaration of Restrictions now or hereafter governing the use, enjoyment and maintenance of the Subdivision.

Section 11. The Board of Directors may appoint committees as deemed necessary.

ARTICLE V.

Officers

Section 1. The officers of the Club shall be a President, one or more Vice Presidents, a Treasurer and a Secretary, and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by separate persons.

Section 2. The President shall preside at all directors' and members' meeting, and shall have general supervision over the other officers. He shall sign all membership cards, and shall execute all contracts, agreements and obligations of the Club unless such authority is otherwise delegated by resolution of the Board of Directors; and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Presidents in the order of their seniority.

Section 3. The Secretary shall issue notices of all directors' and members' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all membership cards; and shall perform all such other duties as are incident to his office.

Section 4. The Treasurer shall have custody of all money and securities of the Club and shall give bond in such sum and with sureties as the directors may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers, to the directors for their examination and approval as often as they may require; he shall deposit all moneys and other valuable effects in the name of, and to the credit of, the Club, in such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Club as ordered by the Board; and shall perform all such other duties as are incident to his office.

ARTICLE VI.

Inspection of Books and Accounts

Section 1. The books, accounts and records of the Club shall be open to inspection by members of the Board of Directors and members of the Club at all reasonable times.

ARTICLE VII.

Notices

Section 1. All notices required by these By-Laws shall be in writing and shall be deposited in the United States mails properly addressed to the last known post office address of the person entitled to such notice.

Section 2. Any notices required hereunder may be waived in writing by the addressee of same.

ARTICLE VIII.

Management, Operation and Maintenance

Section 1. General. The Board of Directors shall exercise all of the powers and duties of the Club as provided in these By-Laws, in the Articles of Incorporation of the Club, in the Declaration of Restrictions now or hereafter governing the use, enjoyment and maintenance of certain common areas and by the Laws of the State of Florida.

Section 2. Assessments. The Board of Directors shall prepare an annual budget in advance of the commencement of each fiscal year of the Club, which shall project the estimated expenses of maintenance, operation and management of the Club and its facilities for the forthcoming year, including necessary reserves for contingencies. Copies of the proposed budget, including total assessments and assessment shares of the owners of each Residential Lot, shall be delivered to each owner of a Residential Lot not later than thirty (30) days prior to the commencement of the fiscal year for which the budget has been prepared. In the event the Board of Directors shall fail to

prepare an annual budget and deliver copies of same as afore-said in time for the forthcoming year, then the budget for the preceding year shall remain in effect and assessments shall be payable by the owners of. Residential Lots in accordance therewith until the new budget becomes effective.

Section 3. Assessment Records. Complete assessment records shall be maintained for the account of the owners of each Residential Lot, showing the name and address of each owner thereof, the amount of each assessment against each owner, the due dates of each assessment, the amounts paid on the account and any balance due.

Section 4. Management. The Board of Directors shall have the power and authority to engage the services of all personnel necessary for the maintenance, operation and management of the Subdivision, including the right and power to employ attorneys, accountants, contractors and other personnel, and/or the Board of Directors may contract for professional management, in which event the Board may assign or delegate the entire management responsibility of the Club, reserving however, such supervisory control as it deems necessary.

ARTICLE IX.

Authority and Rights of Subdivider

Subdivider has reserved to itself and its designated agents, appointees and assigns, the exclusive management, operation and control of the Club, and the responsibility until 200 of the Residential Lots have been initially sold, for performing all of the Club's obligations and functions, which the Subdivider may accomplish directly, or indirectly, by virtue of Subdivider's rights to appoint directors as hereinabove provided, and as provided in the Articles of Incorporation, Therefore, any pro-visions of these By-Laws and the Articles of Incorporation of the Club and any provisions of the Declaration of Restrictions which are in conflict with the provisions hereof for the benefit of the Subdivider shall be superseded by such provision or pro-visions for the benefit of the Subdivider.

ARTICLE X.

Amendments

Amendments to these By-Laws may be made by a two-thirds (2/3rds) vote of the members of the Club. Amendments may be made at the annual meeting of said members, or at a special meeting pursuant to notice clearly setting forth the proposed amendment. All amendments shall be certified by the Secretary and recorded in the Public Records of Okeechobee County, Florida.

FIRST AMENDMENT TO BY-LAWS OF
INDIAN HAMMOCK HUNT AND RIDING CLUB, INC.

RESOLVED, that Article III, Section 1 of the By-Laws of Indian Hammock Hunt and Riding Club, Inc., is hereby amended by deleting Section 1 and adding the following:

"Section 1. The annual meeting of members shall be held within three months from the end of the preceding fiscal year at a time and place designated by the Board of Directors, except the first such annual meeting shall be held when the Sub-divider, its successors or assigns, has initially sold 200 of the Residential Lots. At such meeting, the members shall elect directors to serve until their successors shall be elected and qualified."

SECOND AMENDMENT TO BY-LAWS OF INDIAN
HAMMOCK HUNT AND RIDING CLUB, INC.

RESOLVED, that Article III, Section 5 of the By-Laws of Indian Hammock Hunt, and Riding Club, Inc., is hereby amended by deleting Section 1 and adding the following:

"Section 5. At every such meeting, each owner of a Residential Lot shall be entitled to cast one vote for each Residential Lot owned. In the case of multiple ownership, the vote shall be cast by the person designated in Article III of the Amended Declaration of Restrictions. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record by him in the minutes of the meeting."

THIRD AMENDMENT TO BY-LAWS OF
INDIAN HAMMOCK HUNT AND RIDING CLUB, INC.

RESOLVED, that Article VIII, Section 1 of the By-Laws of Indian Hammock Hunt and Riding Club, Inc., is hereby amended by deleting Section 1 and adding the following.

"Section 1. General. The Board of Directors shall exercise all of the powers and duties of the Club as provided in these By-Laws, in the Articles of Incorporation of the Club, in the Declaration of Restrictions now or hereafter governing the use, enjoyment and maintenance of certain common areas and by the laws of the State of Florida. Thirty days' prior notice shall be mailed to each member prior to any amendment being made to such Declaration."

INDIAN HAMMOCK BUILDING COMMITTEE

"Mission Statement: General Intent of Guidelines"

The very concept of Indian Hammock is as a community with natural vegetation and wilderness. Any man made intrusions on this environment should be done with the intent to preserve the natural beauty with as little impact as possible. While providing necessary access to and enjoyment of their property, owners need to keep in mind the privacy and tastes of other property owners. Many property owners were drawn to Indian Hammock because of the undeveloped nature of the community. Any modifications to the existing wilderness which is visible from any roadway or common area within the Hammock should be sensitive to follow these guidelines. These criteria intend to guide owners toward that end. The Indian Hammock Board of Directors is the authority that gives approval for all proposed improvements to your property. Your Building Committee's duty is to review all applications for compliance with Indian Hammock's stated rules and present them to the Board at their regular monthly meeting.

This package contains the Rules, Regulations & Guidelines as well as the forms required by the Building Committee for presentation to the Board of Directors. It is divided into two sections - one for land clearing/landscaping and the other for construction. This information takes some time to put together. Packages WILL NOT be presented to the Board unless they are complete. If you need information, please call the Indian Hammock Manager at 863-763-9401 or the Building Committee Chairman.

PROCESS TO FOLLOW FOR Project Approval

1. **Read your Deed Restrictions and guidelines.** The history of Indian Hammock is long and varied - it is an evolving community. Owners are not to rely on all present conditions as examples which meet this criteria. Non-conforming landscaping does exist and any new work done to these properties will be required to conform with the current criteria.
2. No plans will be reviewed by the Building Committee or presented for Board approval if the members' account is more than 30 days delinquent.
3. Plans submitted to the Building Committee for review must be in detail and to scale. They must be in the hands of the Building Committee by the date posted in the Hammock Herald.
4. The Building Committee presents reviewed packages to the Indian Hammock Board of Directors for final approval at its regularly scheduled monthly meeting. **It is the members responsibility to be present at the Board meeting to answer any questions that might arise. If the member is not present and there are any questions, the matter may be tabled until the next Board meeting.**
5. A Sealed Site Survey is required showing setbacks, buffers, landscaping, ponds (including dimensions and depth), swales, fences driveways and culverts. If the application is for construction of a house its location must be shown, as well as the location of any out buildings, the septic tank and the well. All accessory structure plans should be to scale and clearly reflect the intent of the structure. A signed Application for Plan Review and a completed Building Criteria Form are required.
6. When the project is approved, the member has six months to commence construction. If construction has not started in that time the approval will automatically be rescinded and the plans will have to be resubmitted.
7. After Board approval, the member will be issued an Indian Hammock building permit which shall be presented to Okeechobee Building Department so they can issue their permit, after their plan review
8. If Contractors are used, the names of the contractors, contractors license numbers and certificate of insurance shall be provided to Indian Hammock office along with the Building Committees Contractors Registration Form. Certificates of insurance must show comprehensive general liability, comprehensive auto liability as well as workers compensation coverage. This information must be provided prior to the commencement of any work.
9. If a contractor is not used, the Building Committee's Owner/Builder Form shall be submitted. Owner shall execute an affidavit stating that the owner accepts all liability for construction activity. Any sub-contractors used must provide all documentation as referenced in paragraph 8 above.
10. **Prior to the start of any land clearing and/or building construction, the surveyed corners of the property and the minimum 25 foot buffer line must be located and clearly marked for inspection by the Club.**
11. From start of construction, which will begin at issuance of a county building permit, the owner shall submit for approval a completion date for the building's finished exterior. After such time, the Board may invoke Article IX, Sec. 1, of Indian Hammock Deed Restrictions.

BUILDING GUIDELINES

1. **Fire Concerns:** In all proposed site planning the potential threat of fire should be considered. Provide clearance of 30 feet around structures as a fire break. Whenever possible, it is encouraged to provide a looped driveway with minimum inside radius of 50 feet for access by firefighting equipment. Installation of lightning rods is encouraged to minimize the possibility of fires caused by lightning. Wells and pumps should have a separate shut-off located outside of the home for use in case of a fire. Part-time residents should keep their pump active and available in case of such an emergency.
2. **Aesthetic Intent:** Overall concept or style desired is one consistent with the natural setting and landscape. Materials and colors should be subtle to blend in with the environment. Any design which makes a bold or individual statement should be avoided and will be approved only if adequate buffering is provided from the street and common areas. It is not the intent to limit freedom of property owners within the community but to provide a framework to allow individualism without imposing it upon neighbors.
3. **Setbacks/Elevation:** As per the declaration of restrictions, the setback for buildings is 50' from any property line which is greater than required by Okeechobee County; inform your architect. Any deviation from the County Health Department minimum finish floor elevation must have prior approval of the Club.
4. **Minimum Square Footage:** As per the Club Rules, the minimum size for a home is 1,500 Sq. Ft. of living space (does not include porches, breezeways, etc.)
5. **Driveways:** Hard surface or paved driveways are not permitted. Concrete or paved areas are subject to special approval and should be kept to a minimum and should provide proper drainage.
6. **Gates, Entry Features and Signs:** Any gateway feature or sign to a home-site must be approved by the Club. Such construction shall be consistent with these criteria. Specifically, size, color, and material will be judged as to the appropriateness to Indian Hammock.
7. **Roofs:** There shall be no minimum pitch for structures and flat roofs are permitted. All exposed flashing and metalwork should be painted consistent with the color of the roof material.
8. **Exterior Materials and Colors:** Materials for the roofs and exterior of all structures should be chosen to be consistent with the natural environment of Indian Hammock. The use of artificial materials, such as simulated stone veneers and/or stucco, shall not be permitted. The color of exterior materials will be carefully reviewed by the Building Committee for appropriateness. Metal Roofing, asphalt/fiberglass shingles in gray, brown, and green color ranges are encouraged for use as roofing materials. Other materials or colors of a bright nature are discouraged and will be evaluated on a case by case basis. Siding materials shall not be restricted, but are subject to individual approval of the Club. Exterior wall colors and trim colors must be approved and should be muted tones; bright or bold colors are not appropriate.
9. **Windows and Doors:** Types of doors or windows shall not be restrictive beyond the colors as described above. The use of reflective film is not permitted, on any structure. Exterior wall colors and trim colors must be approved and should be of muted tones; bright or bold colors are not appropriate.

10. **Screened Enclosures, Porches, Patios:** Exterior living areas are permitted providing they are of approved materials and colors. Aluminum screen enclosures should be of anodized bronze.
11. **Awnings, Shutters, Etc.:** Awnings, shutters or other decorative embellishment of a structure shall be permitted within the guidelines of colors described above. If non-permanent shutters are to be used for periods longer than one month (i.e, boarding up), they must be of an approved color.
12. **Exterior Lighting:** Care should be taken to provide adequate exterior lighting without being intrusive upon neighboring properties, common areas or wildlife. Low directed, low voltage lighting with shield fixtures is encouraged. See "Good Neighbor Outdoor Lighting" as a guide.
13. **Accessory Structures:** Accessory structures are permitted only after the primary structure has been built. Accessory structures shall include but not be limited to: barns, detached garages, storage sheds, doghouses, gazebos, cabanas. All accessory structures shall be subject to these requirements and must be approved by the Club.
14. **Exterior Equipment:** Exterior equipment such as air conditioners, wells, pumps, garbage containers, gas tanks, etc., should be located and screened so as not to be seen from adjacent properties or common areas.
15. **Solar Panels, Antennas, Satellite Dishes:** Such equipment when possible, should be located and screened so as not to be seen from adjacent properties or common areas.
16. **Pools, Spas, Play Equipment:** Any recreational equipment or facilities shall be located and screened so as not to be seen from adjacent properties or common areas.
17. **Fences and Walls:** Any fence or wall shall be reviewed by the Building Committee and approved by the Board of Directors. Size, color and material will be judged as to the appropriateness to Indian Hammock.
18. **Decorative Objects:** Unless specifically approved decorative objects should not be visible from neighboring properties or from common areas.

BUILDING CRITERIA FORM

Name _____

Lot # _____

Drawings Attached:

Building Committee will not review without complete 1/4" scale drawings.

Sealed Site Survey Attached:

Shows the following information (please note where plans do not conform)

1. Construction location
2. Building setbacks (at least 50 feet)
3. Driveways
4. Culverts (at least 12 inches X 30 feet)
5. Fences, walls, signs or gateways
6. Septic tank location
7. Well and pump location
8. Exterior equipment (a/c, pool equipment, etc.)
9. Landscaping

Color Samples Attached

Please fill in the following information and attach color chips where applicable (these are available through paint and product stores). For additions to existing buildings, or the addition of accessory structures (barns, etc.), please indicate if color and material is the same as existing structure.

Roof Material _____

Color _____
(attach sample)

Siding Material _____

Color _____
(attach sample)

Trim Color _____

(attach sample)

Window Frame Color _____
sample)

(attach

Additional Colors _____
(i.e.: doors, shutters, aluminum screen enclosure, etc. Attach sample)

Fences, walls, signs or gateways

Material _____

Color _____
(attach sample)

Design (attach sketch):

**INDIAN HAMMOCK HUNT & RIDING CLUB, INC.
APPLICATION FOR PLAN REVIEW**

Date: _____ (Date received by Building Committee: _____)

Name: _____ Lot #: _____

Address: _____

_____ Telephone #: _____

Type of Construction requested (check all that apply)

_____ New Home

_____ Accessory Structure

_____ Alteration/Addition to existing home

_____ Well

_____ Drives/Culverts

_____ Fence

_____ Landscaping

_____ Other (specify: _____)

Please provide all necessary plans, samples, etc. as described in the construction packet to the Building Committee.

I understand and agree that construction of any item shown on the plans for which approval is being sought will commence within six (6) months from the date of approval, after which time approval is automatically terminated. Any item not constructed or located in accordance with the approval may be removed by Indian Hammock Hunt and Riding Club, Inc. at my expense. I further agree that it is my responsibility to see that all construction conforms to all applicable governmental building codes and understand that Indian Hammock is not reviewing these plans for compliance with these codes.

Applicant's Signature

CONSTRUCTION/CONTRACTOR RULES

(Owners must provide a copy of this document to contractors & subs.)

1. Access to Indian Hammock property is solely through the front gate. Owners and/or their contractors shall provide a list of construction personnel authorized to enter the property. Similarly, it is also their responsibility to notify the gate when subs or other employees or trades people are no longer required.
2. Construction hours: Construction personnel may enter the property at 7:00 a.m. and must depart no later than 6:30 p.m. Monday through Saturday. No construction activity is permitted on Sundays or Holidays.
3. One day advanced notice to the property manager is required for entry of heavy trucks to allow proper routing within the property.
4. Absolutely no keys or gate openers shall be loaned or given to contractors or construction personnel. If there are specific entry problems, it is the responsibility of the Member to make the necessary arrangements.
5. All workers must go directly to their job site. Any worker found wandering around Indian Hammock may be barred from the property.
6. All construction related vehicles and equipment must be parked within the confines of the job site. This applies to the personal vehicles of construction personnel as well.
7. Indian Hammock amenities (pool, showers, tennis, lodge, etc.) are for the sole use of Indian Hammock members and their guests.
8. Guns and dogs are not to be brought into Indian Hammock by construction personnel and will not be permitted on the property.
9. No fires are to be built without specific permission from the property manager.
10. Posted speed limits must be observed. A non-member may be refused entry if the speed limit is violated.
11. Toilet facilities must be furnished on the job site for use by construction personnel.
12. No construction personnel are permitted to stay overnight on the property.
13. Construction debris must be dealt with on site; job sites must be kept in a workmanlike, orderly fashion. Trash containers and their lids must be anchored well to avoid the spread of debris by animals (especially raccoons) or wind.
14. Care should be exercised to keep Indian Hammock roadways and common areas free of dropped or wind-blown debris. Littering will result in fines.
15. It is the responsibility of the owner/Member to inform their construction crews that the burn and trash facilities are not for general use by contractors. Also, trash and garbage collection

facilities are not for use by contractors.

16. The burn facility shall be available for use for lot clearing only and shall require prior approval of the property manager. Cut timber must not be less than eight feet or more than twelve feet in length.
17. Each owner is held responsible for insuring that all Indian Hammock Rules and procedures are followed. A \$1500.00 refundable deposit is required for damage to common property prior to commencement of work. Violations will result in fines and/or stoppage of work on the project.
18. Hurricane preparedness: All Construction sites must be completely secured when a hurricane warning is issued.

INDIAN HAMMOCK CONTRACTOR REGISTRATION FORM

Must be completed in its entirety and on file with the office prior to the commencement of any work

DATE: _____

APPLICANT/MEMBER: _____ LOT NUMBER _____

DATE CONSTRUCTION WILL BEGIN: _____ COMPLETION DATE: _____

BUILDING PERMIT # _____ (ATTACH COPY)

CONTRACTOR: _____ LICENSE #: _____

COMPANY: _____

ADDRESS: _____

PHONE:(____) _____ FAX:(____) _____ OTHER:(____) _____

Contractors & Sub-contractors must provide the following:

WORKER'S COMP. INSURANCE COMPANY: _____ POLICY#: _____

COMPREHENSIVE AUTO LIABILITY CO: _____ POLICY#: _____

GENERAL LIABILITY INS COMPANY: _____ POLICY#: _____

COPY OF OKEECHOBEE COUNTY BUSINESS TAX LICENSE MUST BE PROVIDED

CONSTRUCTION PERSONNEL

The following list shall be updated by the member periodically as any changes occur (especially of any deletions). It is the responsibility of the owner/Member to instruct all personnel as to the construction rules and procedures. Attach additional pages if needed.

Construction personnel permitted access to the job site.

<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>VEHICLE TYPE/TAG#</u>
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I HAVE READ THE CONSTRUCTION RULES FOR INDIAN HAMMOCK AND AGREE TO ABIDE BY THEM. I UNDERSTAND THAT ANY VIOLATION OF THESE RULES MAY RESULT IN MY PERSONNEL OR SUBCONTRACTORS BEING DENIED ENTRANCE TO INDIAN HAMMOCK PROPERTY. I HAVE INSTRUCTED MY INSURANCE COMPANY TO FORWARD A CERTIFICATE OF INSURANCE TO INDIAN HAMMOCK, SHOWING COMPREHENSIVE LIABILITY, COMPREHENSIVE AUTO LIABILITY, AND WORKERS COMPENSATION COVERAGE.

SIGNATURE OF CONTRACTOR

NOTARY PUBLIC
My Commission Expires: _____

**INDIAN HAMMOCK
OWNER/BUILDER FORM**

This form must be completed in its entirety and on file with the office prior to the commencement of any work

DATE: _____

APPLICANT/MEMBER: _____ LOT NUMBER _____

DATE CONSTRUCTION WILL BEGIN: _____ COMPLETION DATE: _____

BUILDING PERMIT # _____ (ATTACH COPY)

Contractors & Sub-contractors must provide the following:

COPY OF COUNTY BUSINESS TAX LICENSES;

WORKER'S COMP. INSURANCE: _____ POLICY# _____

COMPREHENSIVE LIABILITY INS: _____ POLICY# _____

COMPREHENSIVE AUTO LIABILITY INS: _____ POLICY# _____

The following list shall be updated by the member periodically as any changes occur (especially of any deletions). It is the responsibility of the owner/member to instruct all personnel as to the construction rules and procedures. Attach additional pages if needed.

Construction personnel permitted access to the job sight.

<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE</u>	<u>VEHICLE TYPE/ TAG #</u>
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I HAVE READ THE CONSTRUCTION RULES FOR INDIAN HAMMOCK AND AGREE TO ABIDE BY THEM. I UNDERSTAND THAT ANY VIOLATION OF THESE RULES MAY RESULT IN MY PERSONNEL OR SUBCONTRACTORS BEING DENIED ENTRANCE TO INDIAN HAMMOCK PROPERTY. I ASSUME FULL LIABILITY FOR THE CONSTRUCTION ACTIVITIES TO TAKE PLACE ON MY PROPERTY AND HAVE OBTAINED COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE AUTO LIABILITY AND COMPREHENSIVE WORKMEN'S COMPENSATION INSURANCE POLICY NAMING INDIAN HAMMOCK HUNT AND RIDING CLUB, INC. AS AN ADDITIONAL INSURED. I HAVE INSTRUCTED MY INSURANCE COMPANY TO FORWARD A CERTIFICATE OF INSURANCE TO INDIAN HAMMOCK.

SIGNATURE OF OWNER MEMBER

NOTARY PUBLIC

My Commission Expires _____

30413120777

R. 501.00

Prepared By and Return To:
John Hume, Esq.
Hume & Johnson, P.A.
1401 University Drive, #301
Coral Springs, FL 33071

FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
OF INDIAN HAMMOCK HUNT AND RIDING CLUB

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SHARON ROBERTSON
CLERK OF CIRCUIT COURT

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FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
OF INDIAN HAMMOCK HUNT AND RIDING CLUB

This First Amended and Restated Declaration of Restrictions (the "Declaration of Restrictions") made effective as of November 2, 1998 by Indian Hammock Hunt and Riding Club, Inc., a Florida Corporation not for profit (hereinafter referred to as the "Club");

W I T N E S S E T H:

That Whereas, the Club was expressly created to have exclusive responsibility and authority in the management and maintenance of Indian Hammock Hunt and Riding Club (the "Property"), according to the Plat thereof recorded in Plat Book 4 at Pages 25 through 69 of the Public Records of Okeechobee County, Florida (the "Plat") pursuant to the Declaration of Restrictions thereof as recorded November 2, 1973 in OR Book 153 at Page 41 and as amended by instruments recorded in OR Book 164, Page 881; OR Book 172, Page 803; OR Book 227, Page 1586; OR Book 230, Page 587; OR Book 230, Page 1806; and OR Book 232, Page 754, all of the Public Records of Okeechobee County, Florida (the "Present Declaration"); and

Whereas, Article XII, Section 8, of the Present Declaration provides that the covenants thereof shall have an initial term of 25 years which shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-Owners has been recorded, agreeing to change said covenants in whole or in part; and

Whereas, a majority of the Owners have agreed to change said covenants as set forth herein;

Now, Therefore, the Club and the undersigned Owners hereby declare that the Present Declaration is hereby amended and restated as follows:

ARTICLE I.

Definitions

The following words, when used in this Declaration of Restrictions (unless the context shall prohibit), shall have the following meanings:

(a) "Club" means the Indian Hammock Hunt and Riding Club, Inc., a Florida corporation not for profit, its successors or assigns of any or all of its rights under this Declaration of Restrictions.

(b) "Owner" or "Owners" means the owner or owners of any Residential Lot who acquired title in compliance with this Declaration of Restrictions.

(c) "Property" means Indian Hammock Hunt & Riding Club, being the real property shown on the Plat.

(d) "Residential Lot" means one of the numbered lots in the Property.

(e) "Game Areas" means those areas so designated from time to time by the Club.

(f) "Recreational Areas" means those areas so designated from time to time by the Club.

(g) "Common Areas" means all of the Property, including all roads, Game Areas and Recreational Areas and any other real property owned by the Club, but excluding all Residential Lots.

(h) "Family" means a natural person, his or her spouse, the children, grandchildren, parents and the grandparents of each and their spouses.

(i) "Temporary Residence" means a mobile residence including, without limitation, a mobile home, a trailer intended for human occupancy, a motor home or a camper.

ARTICLE II.

Property Subject to this Declaration of Restrictions

Section 1. The Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration of Restrictions.

Section 2. The Club may subject additional properties to this Declaration of Restrictions, provided such additional properties are in accordance with a general plan of development prepared prior to the sale of any lot therein and approved by the Club. Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration of Restrictions to such property.

ARTICLE III.

Membership in the Club

Section 1. The Club shall have exclusive responsibility and authority in the management and maintenance of the Property and the Common Areas and for the enforcement of the terms, conditions and covenants of this Declaration of Restrictions.

Section 2. Each Owner of a Residential Lot shall, by virtue of such ownership, be a member of the Club and, by acceptance of a deed, contract for

deed or other instrument evidencing his ownership interest and upon compliance with other provisions herein pertaining to the acquisition and vesting of such ownership interest, accepts his membership in the Club, acknowledges the authority of the Club to manage, operate and maintain the Property and the Common Areas and agrees to abide by and be bound by the provisions of this Declaration of Restrictions, the Articles of Incorporation and By-Laws of the Club and by any and all rules and regulations heretofore and hereafter promulgated by the Club. Except as otherwise specifically provided in this Declaration of Restrictions, it is understood and acknowledged that each Owner is entitled to all of the rights, privileges and benefits of membership in the Club and that each Owner shall have one vote for each Residential Lot which he owns. However, in instances of multiple ownership of a single Residential Lot, there shall be only one vote cast by the Owners of that Residential Lot. In instances of multiple ownership of a single Residential Lot, the Owners of that Residential Lot shall be required to file, in writing, with the Club, a designation of the individual who is entitled to cast the vote of that Residential Lot, and who shall be designated to receive communication, notice or service of process for the Owners of that Residential Lot, and communication, notice or service of process on this designated individual shall be deemed communication, notice and service on each and all of the Owners of that Residential Lot. In cases of multiple ownership of a single Residential Lot, until such time as the multiple Owners of that Residential Lot have filed such designation, the Club shall not count the vote of such multiple Owners for any purpose.

Section 3. The Club may promulgate from time to time such reasonable rules and regulations governing the use and enjoyment of the Common Areas and the Residential Lots as it deems necessary or desirable, including rules and regulations which may limit or temporarily prohibit the use of certain facilities and/or property (the "Rules").

ARTICLE IV.

Property Rights in the Common Areas

Section 1. Subject to this Declaration of Restrictions and the Rules, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Residential lot.

Section 2. The rights and easements of enjoyment hereby created shall be subject to the following:

(a) The right of the Club in accordance with its Articles of Incorporation and By-Laws to borrow money for the purpose of improving and maintaining the Common Areas and in aid thereof to mortgage said properties; and

(b) The right of the Club to suspend the enjoyment rights of any Owner for a period during which any assessment or lien remains unpaid and for a reasonable period for any infraction of the Rules or violation of this Declaration of Restrictions; and

(c) The right of the Club to charge reasonable admission and other fees for the use of the Common Areas; and

(d) The right of the Club to dedicate, transfer, or grant easements over any part of the Common Areas to any public agency, authority or utility.

ARTICLE V.

Covenant for Assessments

Section 1. In order to provide, operate or maintain or replace facilities or services, including those that may not be otherwise available to the Property and the Common Areas, when necessary or desirable as determined by the Club in its sole discretion, the Club is authorized by all of the Owners to act in their behalf and is empowered to contract for the collection of garbage and trash, the installation of, maintenance, repair or replacement of roads, airstrip, electric lines, communications lines, saddle trails, perimeter fences, recreational and hunting facilities (all facilities or services hereinafter sometimes referred to as "Improvements") for the Property or the Common Areas. The judgment of the Club in the letting of contracts and the raising or expenditure of funds therefor shall be final. Each Owner shall be liable for and shall promptly pay to the Club a pro rata share of the cost of said Improvements, including such sums as the Club may from time to time deem necessary to provide a reserve for operating expenses or as a fund for the prepayment of such anticipated expenses relating to the Improvements (the "Assessment"). All of such costs shall be apportioned equally among the Residential Lots, except that Residential Lots owned by a legal entity, a trustee (other than the trustee of a revocable trust, created by the grantor for his lifetime use or benefit), or more than two natural persons other than

members of a single Family shall be assessed twice the Assessment unless waived, not less than annually, by the Club in its sole discretion. Payment shall be due and payable immediately upon notification by the Club mailed to the Owner at his address as shown on the Club records. If any Owner fails to pay the Assessment promptly upon notification, a lien on that Owner's Residential Lot shall arise for the Assessment and costs thereof (including attorneys fees and costs incidental to the filing and collection thereof) together with interest thereon at up to the maximum rate allowed by law from the due date until paid, and an administrative late fee up to the maximum amount allowed by law, and shall be enforceable in the manner provided by the laws of Florida. The Club shall have the right to accelerate the balance of the Assessments of the delinquent Owner due for the remainder of the budget year in which a claim of lien is filed and such accelerated Assessments shall be due and payable on the date the claim of lien is filed. All court costs and attorneys fees incurred in the collection of such liens shall be paid by the Owner. The Club shall have the right to suspend the voting rights of the delinquent Owner for the nonpayment of Assessments that are delinquent in excess of ninety days.

Section 2. Each such Assessment together with interest thereon and the cost of collection thereof as hereinbefore provided shall also be the personal obligation of the person who was the Owner at the time when the Assessment became due. In instances of multiple ownership of a single Residential Lot, when special expenses result from the fact of multiple ownership, the Club shall not be responsible therefor, and such special expenses shall be the responsibility of the Owners of that Residential Lot acting through their designated agent.

Section 3. The Board of Directors of the Club shall fix the date and amount of any Assessment hereunder at least thirty (30) days in advance of such date or period, and shall at that time, prepare a roster of the Residential Lots and Assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner. Written notice of any such Assessment shall thereupon be sent to every Owner subject thereto. The Club shall, upon demand at any time, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Club setting forth whether such Assessment has been paid, and any such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE VI

Limitations on Transfers
of Residential Lots

Section 1. Ownership of Residential Lots is hereby restricted exclusively to the members of a single Family or two natural persons. Except as provided in Section 8 below, every sale or transfer of a Residential Lot or interest therein shall be subject to the approval and right of first refusal of the Club as hereinafter set forth.

Section 2. Leases of a Residential Lot or any part thereof or building located thereon may be permitted subject to the approval by the Club of the Lease and Lessee, provided that in each instance the Lessee is obligated to abide by this Declaration of Restrictions and the Rules. Such approval shall be granted or denied within 30 days of the date of delivery of a complete copy of the proposed lease and a completed application to lease to the Club. The Club may impose a fee, not to exceed the maximum amount permitted by law from time to time, which shall be due and payable at the time of submission of the application. These requirements may be waived by the Club.

Section 3. Transfers or conveyances of a Residential Lot to a spouse or other member of the immediate family of an Owner who customarily reside with such Owner shall be approved summarily by the Club.

Section 4. An Owner desiring to sell his Residential Lot shall submit to the Club a true copy of such Owner's bona fide sales agreement, the name and address of each proposed purchaser (the "Applicant"), an application to purchase completed by the Applicant and such additional information as the Club may require. The Club may impose a transfer fee, not to exceed the maximum amount permitted by law from time to time, which transfer fee shall be due and payable at the time of submission of the application. Within 60 days thereafter, the Club shall either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the Owner, furnish an alternate purchaser it approves or the Club may itself elect to purchase and the Owner must sell to such alternate purchaser or to the Club on the same terms set forth in the agreement submitted to the Club, or the Owner may withdraw the proposed sale. In exercising its power of disapproval, the Club must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection and preservation of the Property and the Owners and

the proper operation of the Club and the Property in accordance with this Declaration of Restrictions. The purpose and object of this Article is to maintain a quiet, tranquil and family oriented atmosphere of Owners living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities, the relatively isolated location of the Property and because of the large personal and financial investment of each Owner. If the Club fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase itself when required to do so, then the Club shall conclusively be presumed to have approved the transfer, and the Club shall, on demand, approve the Applicant. The approval of the Club shall be in writing in recordable form and shall be delivered to the approved Applicant.

Section 5. Any transfer of a Residential Lot other than a sale or mortgage foreclosure, including, without limitation, a proposed distribution of a Residential Lot by the personal representative or trustee of a deceased Owner, a transfer by gift or by other voluntary or involuntary proposed transfer, shall be subject to all of the requirements set forth in Section 4 above other than the submission of a true copy of a bona fide sales agreement. In the event that the Club is required to furnish an alternate purchaser or the Club itself elects to purchase, such purchase shall be upon such terms as shall be agreed between the then-owner and the Club. In the event the then-owner and the Club cannot agree to a fair purchase price for such Residential Lot, then they shall each select an appraiser, which appraisers shall jointly agree to a fair purchase price; and if they cannot agree, then they shall select a third appraiser whose determination as to price shall be binding and conclusive on all parties.

Section 6. It being recognized that it is the intent of the Club to avoid simultaneous congested use of the Club's facilities, should an Owner desire to regularly permit the multiple use of the Club's facilities by more than one family, that use of the Club's facilities shall be limited to not more than two families at one time, and in each such instance or circumstance where regular multiple use is to be permitted by an Owner that Owner shall be assessed twice the Assessment. Should an Owner desire to secure the use of the

Club's facilities by more than two families at one time, special permission must be obtained from the Club.

Section 7. A lender may acquire title to a Residential Lot as a result of foreclosing a mortgage or Contract for Deed or acceptance of a deed in lieu of foreclosure, but such transfer of ownership shall not entitle it or anyone with its authority to the use or occupancy of the Residential Lot, or the use of any of the Common Areas. Such lender/Owner shall comply with the provisions of Section 4 above relating to subsequent sales or other transfers of title to a Residential Lot.

Section 8. In instances of multiple ownership of a Residential Lot, when any Co-owner shall flagrantly and repeatedly fail to comply with this Declaration of Restrictions or the Rules, or create a nuisance or permit one to exist, or create or permit to exist a hazard, for example, but not limited thereto, the careless use of fire, the Club shall have the right to demand that the agent of the multiple owners purchase the interest of such individual, hereafter called "Non-complying Member", at 75 percent of the appraised value of such individual's interest, and each co-owner of each multiply owned lot agrees to so sell his interest at 75 percent of the appraised value. The agent of the co-owners for each multiply-owned Residential Lot shall appoint one appraiser for such purpose, the Club shall appoint a second, and the two appraisers thus appointed, a third. This appraisal shall be binding on all parties. In the event the agent of the multiply owned Residential Lot shall fail or refuse to purchase the interest of the Non-complying Member, all co-owners of such Residential Lot shall be Non-Complying Members and the Club shall have the right to purchase the interests of all such Non-complying Members at 75 percent of the appraised value. The designation of the Club of a "Non-complying Member" shall in all cases be final.

ARTICLE VII.

Use Restrictions

Section 1. Residential Lots may have built thereon one single family dwelling and outbuildings auxiliary thereto and no other buildings. No business buildings may be erected on the Property, except by the Club. No business requiring an occupational license may be conducted on the Property, except by the Club or except as specifically approved by the Club. Such approval shall only be granted if the Club finds that such business will not adversely impact the Property or the Owners. Such approval shall be for a

period of not more than one year and shall be subject to renewal by the Club not less than annually.

Section 2. Areas designated from time to time as Game Areas shall be used, operated and maintained primarily for the raising, breeding and sport hunting of such birds or animals as the Club shall from time to time designate. Game Areas shall secondarily be used for other agricultural or recreational purposes not inconsistent with the primary purpose specified. It is anticipated that Game Areas will from time to time be the subject of further restrictions, and scheduling and use limitations imposed on a permanent or temporary basis by the Club to further the primary purposes thereof and the safety of persons within the Property.

Section 3. Areas designated from time to time as Recreational Areas will be primarily used for recreational purposes consistent with the character of each such Recreational Area as determined from time to time by the Club.

Section 4. No signs shall be erected or displayed on any Residential Lot or on any structure on the Property by any person except the Club, or with the Club's approval.

Section 5. No vehicle of any type may be operated on the Property so as to create a nuisance, a hazard or do damage to the Common Areas. Because of their rapid proliferation and unforeseeable evolution, the Board shall make Rules regulating the use of, or prohibiting the use of, any type of motorized vehicle. No motorcycles, all-terrain-type vehicles, airboats, tracked vehicles (except caterpillar-type construction vehicles during construction) or swamp buggies ("Prohibited Vehicles") shall be operated, stored or maintained on the Property except: (a) the Club may designate portions of the Common Area not contiguous to a Residential Lot solely for storage of Prohibited Vehicles; and (b) a Prohibited Vehicle may be stored on the Owner's Residential Lot while kept wholly enclosed within a residence or building constructed for ancillary use to an existing residence. Any question as to whether a specific vehicle is a Prohibited Vehicle shall be decided by the Club and its decision shall be final. No vehicle shall be operated on the Property except on the designated roads, jeep trails or driveways. Hunting or maintenance vehicles of or under the control of the Club or Owner's hunting vehicles, as specifically permitted by the Club, may be stored, maintained or operated in the Common Areas.

Section 6. No Temporary Residence is permitted on a Residential Lot except as may be temporarily permitted by a Rule of general application and

which shall be subject to applicable laws and ordinances.

Section 7. Subject to applicable laws, ordinances and the Rules, camping is permitted on a Residential Lot.

ARTICLE VIII.

Building Controls

Section 1. No clearing on any Residential Lot or construction of any building or structure of any kind including additions, alterations, changes of exterior color or materials, pools, fences, walls, patios, terraces or barbecue pits shall be permitted until the plans and specifications, location and plot plan therefor, in detail and to scale, including uncleared, natural areas, landscaping and exterior colors, shall have been submitted to and approved by the Club in writing. The Club may impose a reasonable fee (the "Review Fee") to defray the Club's costs of review of such plans and specifications. The plans, specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with all applicable building codes. Refusal of approval of plans and specifications, location and plot plan, by the Club may be on any ground, including purely esthetic grounds, in the sole and absolute discretion of the Club.

Section 2. The plans and specifications shall contain a plot plan with adequate provision for landscaping, including the planting of trees and shrubs and the preservation of uncleared, natural areas. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Club. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a certificate of occupancy by Okeechobee County. No gravel, concrete, blacktop or paved parking strips shall be allowed except as approved on the plot plan of the plans and specifications.

Section 3. No building shall be erected on any Residential Lot closer than 50 feet to the front, side or rear lot lines thereof. Where two or more Residential Lots are acquired and used as a single building site by a single Owner pursuant to a Unity of Title acceptable to the Club, the lot lines shall refer only to the exterior lines of such combined Residential Lots.

Section 4. Setback lines for corner lots and oddshaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Club at the time plans for buildings are approved, and a copy of such

plans, including the plot plan, shall be kept on file by the Club to establish the setback lines approved.

Section 5. No wall or fence shall be constructed on any Residential Lot until the height, type, design and location therefor shall have been approved in writing by the Club. The height of any wall or fence shall be measured from the existing property elevations. Any questions as to heights shall be determined by the Club.

Section 6. No garbage or trash containers, oil tanks or bottled gas tanks shall be visible from any street or adjacent properties.

Section 7. Notice to the Club or requests for approval of plans, specifications and location of buildings shall be in writing and delivered or mailed to the Club at its principal place of business as shown by the records of the Secretary of State of the State of Florida and all documents submitted therewith shall become the property of the Club.

ARTICLE IX.

Maintenance of Premises

Section 1. In order to maintain the standards of the Property, no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a Residential Lot. In the event that any Owner shall fail or refuse to keep the premises free of unsightly objects, then the Club may enter upon said lots and remove the same at the expense Owner, and such entry shall not be deemed a trespass. Residential Lots, including buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon failure to so maintain the Residential Lot, buildings and structures to the satisfaction of the Club, and upon the Owner's failure to make required corrections within 30 days of written notice by the Club, the Club may enter upon the Residential Lot and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Owner. The Club may require the Owner to deposit with it the estimated cost thereof as determined by the Club. If any Owner fails to make payment within 30 days after requested to do so by the Club, then the payment requested shall be assessed against such Owner's Residential Lot and constitute a lien which can be foreclosed under Article V hereof as through it were a lien thereunder.

ARTICLE X.

Nuisances

Section 1. Nothing shall be done on the Property which may be or may become an annoyance or nuisance to the neighborhood. Violations of Article VII, Section 5 are nuisances. No swine, goats, poultry or fowl shall be kept on any Residential Lot. Any question as to what may be or may become a nuisance shall be decided by the Club and its decision shall be final.

Section 2. No Owner shall cause, or permit the existence of a hazard on the Property. A hazard is any action or condition which has created a danger or risk of personal injury or property damage, including, without limitation, unauthorized discharge of firearms, unrestrained pets and reckless operation of a vehicle. Any question as to what may be or may become a hazard shall be decided by the Club and its decision shall be final.

Section 3. Damage to the Property is prohibited. For purposes of this Section, damage shall mean any loss or injury to the Property including, without limitation, the unauthorized cutting, destruction or removal of trees from the Common Areas, the unauthorized operation of vehicles or equipment resulting in a degradation of the natural environment or the misuse of Club facilities. Any question as to what may be or may become damage shall be decided by the Club and its decision shall be final.

ARTICLE XI.

Remedies for Violations

Section 1. Violations or any breach of any restriction or covenant herein contained, or any Rule, by any Owner shall give the Club, in addition to all other remedies, the right to proceed at law or in equity to compel compliance therewith, and to prevent the violation or breach of any of them. In addition to the foregoing, the Club shall have the right, whenever there shall have been built any structure which is in violation of any of these restrictions, to enter upon the Residential Lot where such violations exist, and summarily abate or remove the same at the expense of the Owner. Such entry and abatement or removal shall not be deemed a trespass and the cost thereof shall constitute a lien against the Owner's Residential Lot and be foreclosed under Article V, as though it were a lien thereunder (except that the full amount thereof shall be a lien solely against that Owner's Residential Lot). Any delay by the Club in enforcing any of the restrictions or covenants herein contained or any Rule, no matter how long continued, shall not constitute a waiver thereof, nor a waiver of its right to enforce them.

Section 2. In the event of any such violation, the Club may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed the maximum amount permitted by law, per violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fines shall exceed \$1,000.00 in the aggregate for any single violation. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three Owners appointed by the Board who are not officers, directors, or employees of the Club, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Suspension of rights to use the Common Areas shall not impair the right of an Owner or tenant of a Residential Lot to have vehicular and pedestrian ingress to and egress from such Owner's Residential Lot, including, but not limited to the right to park. The procedures for notice and hearing shall be set forth in the Rules.

Section 3. Notice to any Owner of a violation of any of these restrictions shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Okeechobee County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed as recorded in the Public Records of Okeechobee County, Florida, except that service on a multiple Owner may be acquired in the manner described in Article III, Section 2.

ARTICLE XII.

General Provisions

Section 1. There is hereby reserved for the purpose of installing and maintaining common utility facilities and for such other purposes incidental to the development of the Property those easements shown on the Plat as "Utility Easements." Any claims or damages arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Club or its agents are hereby waived by the Owners.

Section 2. None of the Residential Lots shall be divided or sold except as a whole, without the written approval of the Club.

Section 3. The Club, by a two-thirds (2/3) vote of approval of the membership, may modify, amend or add to this Declaration of Restrictions.

Section 4. The Club shall not in any way or manner be held liable or responsible for any violation of this Declaration of Restrictions or the Rules by any person other than itself.

Section 5. The herein-contained agreements, covenants, conditions and restrictions shall constitute an easement and servitude in and upon the Property and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the Club for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then-Owners has been recorded, agreeing to change said covenants in whole or in part. Failure of the Club to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge herein contained, however long continued, shall in no event be deemed a waiver of the said right to enforce thereafter as to the same breach or violation or as to any other breach or violation occurring prior or subsequent thereto.

ARTICLE XIII

Dispute Resolution

Section 1. Any dispute, controversy or claim arising out of or relating to this Declaration of Restrictions or the Rules or the breach or validity thereof involving two or more parties and not primarily involving (1) title to a Residential Lot; (2) the levy or collection of any Assessment; or (3) actions by the Club under Article XI herein (a "Dispute") shall be settled in accordance with the terms of this Article and the Rules promulgated pursuant thereto.

Section 2. In the event of a Dispute involving an Owner and one or more of the Club, the Board of Directors, a member of the Board of Directors or another Owner, such complaining Owner, prior to the institution of any legal or administrative proceedings, shall give written notice by certified mail detailing the Owner's complaint to the Club (the "Complaint"). The Club shall respond in writing to the Owner within 30 days of the receipt of the Complaint.

Section 3. Upon receipt of a Complaint the Club shall notify all parties named in the complaint and shall request a written response from each party.

Section 4. If such Dispute cannot be informally resolved, all parties shall submit to non-binding mediation which shall be conducted according to the Rules of Practice and Procedure adopted by the Supreme Court of Florida, as if such mediation had been required by a County or Circuit Court Judge.

Section 5. If mediation fails to resolve such dispute, it shall be resolved by binding arbitration in accordance with the Florida Arbitration Code.

Section 6. In any such arbitration proceeding, including any action for enforcement or relief therefrom, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

IN WITNESS WHEREOF, the Club and the undersigned Owners hereby execute this Declaration of Restrictions effective as of November 2, 1998.

Witnesses:

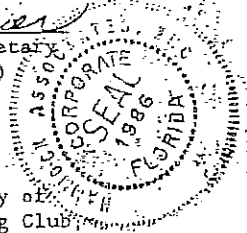
[Signature]
[Signature]
Jodi Clausen

INDIAN HAMMOCK HUNT AND RIDING CLUB, INC.

By: [Signature]
John Hume, President

ATTEST:

By: [Signature]
Chica Stracener, Secretary
(Corporate Seal)

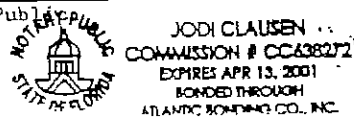


STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument as acknowledged before me this 19th day of August, 1998 by John Hume, President of Indian Hammock Hunt and Riding Club, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

My commission expires:

[Signature]
Notary Public



CONSENT

The undersigned, constituting a majority of the Owners of Residential Lots in the Property, hereby agree to change the Present Declaration as set forth in this Declaration of Restrictions.

Residential

<u>Lot</u>	<u>Witness</u>	<u>Witness</u>	<u>Owner(s)</u>
<u>55+ 5b</u>	1. <u>[Signature]</u> John Hume	2. <u>[Signature]</u> Barbara J. Hume	<u>[Signature]</u> Willard D. Dover
<u>232</u>	1. <u>[Signature]</u> John Hume	2. <u>[Signature]</u> Delilah Jones	<u>[Signature]</u> JUDY LEE REHAK
<u>232</u>	1. <u>[Signature]</u> John Hume	2. <u>[Signature]</u> Delilah Jones	<u>[Signature]</u> ANTHONY S. REHAK
	1. _____	2. _____	

Indian Hammock Hunt and Riding Club, Inc.

Book of Rules

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1. General Rules:

The Club shall have exclusive responsibility and authority in the management and maintenance of the Property including the Common Area and the enforcement of the Declaration of Restrictions, Bylaws, SOPS and Rules (Signs approved by the Board are Rules). The Club shall be managed and controlled by the Board. Only the Board can obligate the Club and the President must sign all contracts.

1.1 All Rules must be in writing and adopted by the Board and kept on file at the Club office in an organized book entitled Book of Rules. All Rules must be dated. Any proposed amendment to a Rule must be submitted in writing to the Board by a member of the Board, by the Committee whose activity the Rule affects or by the Manager.

1.2 All SOPs must be dated and approved by the Board and when approved shall become Rules of the Club.

1.3 Violation of a Rule or the Declarations shall be reported to the Manager.

1.4 The Manager (or the Duty Manager in his absence) also has the responsibility to:

- a. Enforce all Rules and the Declarations, to report monthly to the Board in writing, all violations with recommendations.
- b. Process all notices regarding any violations to appropriate parties.
- c. Record all violations in Owner's file.

1.5 The defined terms of the First Amended and Restated Declaration of Restrictions of Indian Hammock Hunt & Riding Club, Inc. are incorporated herein by this reference. The following additional definitions will apply unless otherwise defined as to a particular Rule:

- a. "Adult"; an individual 18 years old or older.
- b. "Board"; the board of directors of the Club.
- c. "Club"; Indian Hammock Hunt & Riding Club, Inc.
- d. "Common Area"; all of the Property other than the 299 numbered residential lots.
- e. "Declaration"; The current Declaration of Restrictions applicable to the Property.
- f. "Guest"; A non-Owner invited on to the Property for a temporary period not to exceed 4 consecutive weeks in a 120 day period by an Owner or authorized Lessee.
- g. "Long-Term Guest" ("LTG"); Adult Guest permanently living with an Owner on his/her lot and with proof of residency, registered as an LTG by

(i) the filing of a Club's LTG Registration Form at the Club's office, specifying the facilities, if any, to be utilized by the LTG (ii) compliance with the provisions of Rule 12.2.

- h. "Minor"; an individual 17 years of age or younger.
- i. "Owner"; the approved grantee on a deed to a numbered residential lot on the Property.
- j. "Property"; all land included in the Plat of Indian Hammock, as recorded in the public records of Okeechobee County, FL.
- k. "Rules"; rules and regulations adopted by the Board regulating activities on the Property.
- l. "SOP"; standard operating procedures for a Club facility, adopted as a Rule by the Board.

2. Board of Directors:

2.1 The Board shall at its first meeting of the New Year, establish by written resolution its committees for the coming year ("Committee or Committees") and the role of each Committee.

2.2 At the February Board meeting (with the exception of the Finance Committee) the President shall appoint the Chair of each Committee, and the Chair of the Committee shall select members of the Committee. Members of the Finance Committee must be submitted for approval to the Board at its March meeting.

3. Board Meeting Procedure:

3.1 Roberts Rules of Order (latest edition) will govern the conduct of all Owners meetings when not in conflict with the Declarations, the Articles of Incorporation or the Bylaws.

3.2 To the maximum extent practicable, the posted Board Meeting agenda will list the substance of the matters and actions to be considered by the Board.

3.3 Notices and the agenda of all regular Board meetings must be posted in a conspicuous place in the community at least 5 days in advance of the meeting and delivered to each Director by the Manager for the Secretary at least 5 days in advance of the meeting, except in an emergency.

3.4 Minutes of all Owner meetings and of the Board must be maintained in written form. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. All meetings of the Board must be open to all Owners except for meetings between the Board and its Attorney in accordance with State law.

3.5 After each motion is made and seconded and discussion is concluded by the Board, the Chair shall permit Owner participation in the discussion of the motion on the floor.

3.6 An Owner wishing to speak must wait to be recognized by the Chair.

3.7 When recognized, the Owner must address only the Chair and no one else is permitted to speak at the same time.

3.8 An Owner may speak only once on each motion, until all other owners have spoken and for not more than three (3) minutes unless extended by the Chair.

3.9 The Chair will have the sole authority and responsibility to see to it that all Owner participation is relevant to the motion on the floor.

3.10 Any Owner may record any club meeting provided that recording equipment does not produce distracting sound or light emissions.

3.11 Such recording equipment must be assembled and placed in a location acceptable to the Chair before the beginning of the meeting.

3.12 Any Owner recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

3.13 Prior notice must be given to the Chair of the meeting by any Owner desiring to record such meetings. If a meeting is to be recorded, it should be announced by the Chair prior to the meeting.

3.14 After the close of all official business, the Chair shall open the floor to the Owners for 15 minutes for questions and comments for the good of the Club. The Chair may limit the time each Owner is given in order to allow every Owner who wishes to speak an opportunity to be heard. Under extraordinary circumstances and with the consent of a majority of the Board, the Chair may extend this period for an additional 15 minutes.

3.15 The Chair shall enforce standards of decorum. Owners shall address issues and avoid personalities. If the Chair arises to state a point of order, or give information, or otherwise speak, the Owner speaking must be seated until the Chair has been first heard. It is the right of every Owner who notices a breach of rule, to insist upon its enforcement by rising and saying "Point of Order" or "I call the speaker to order". The Chair will then request that Owner to state the point of order and the Chair shall decide the point. If the speaking Owners' remarks are decided to be improper and any Owner objects to the continuance of that Owner's

speech, that Owner cannot continue without a vote of a majority of the Owners present to permit that Owner to continue.

4. Committees:

4.1 Committees will review the Committee SOP annually, any changes or amendments of the SOP must be approved by the Board.

4.2 Notices of all regular or special Committee meetings with the agenda must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting.

4.3 All Committee meetings shall be open to all Owners. Written minutes of each meeting shall be provided to the members of the Board monthly and kept on file at office. All actions of a Committee shall be done by recorded motion.

4.4 Committees are advisory only and are not authorized to act on behalf of the Club. For example, without way of limitation, a committee shall not:

- a. Communicate to outside sources on behalf of the Club. All communications must go through the Manager.
- b. Enter into any contract or obligations
- c. Give any direction to employees or be involved with employee matters
- d. Allow use of Common Area by non-Owners or Guests except as permitted by Rules adopted by the Board
- e. Control any common land

5. Pool and Cabana:

The use of the Pool and Cabana is governed by its SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

6. Trap & Skeet:

The use of the George Arata Shotgun Sports Complex is governed by its SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

7. Rifle & Pistol Range:

The use of the Lewis B. Whiting Rifle and Pistol Range is governed by its SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

8. Equestrian:

The use of the Equestrian Facility is governed by its SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

9. Hunting:

The use of the Common Area for Hunting is governed by the Hunt SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

10. Airport:

The use of the Airport & Hangars is governed by the Airport SOP, as adopted or subsequently amended. Copies are available at the Office. Any violation of the SOP shall be deemed a violation of the Rules.

11. Building:

11.1 The Club's Landclearing, Landscaping and Building Guidelines, adopted as Rules regulating clearing and construction by the Board August 19, 2007, are incorporated herein by reference as a rule.

12. Transfer of Residential Lots:

12.1 All transfers of residential lots or any interest therein are subject to the prior approval and waiver of right of first refusal by the Club.

12.2 An Application for Approval shall be submitted by each proposed purchaser (the "Applicant") and the spouse of the Applicant, if married, together with such information as the Club may require including, without limitation, a photocopy of the Applicant's driver's license and that of the Applicant's spouse, if married and a check in the amount of \$150 per application to defray the Club's expense in reviewing and processing the Application.

12.3 Within sixty days of the submission of all required documents, the Club shall notify the Applicant of its decision.

13. Leasing of Residential Lots:

13.1 General:

- a. No residential lot, or any part thereof, may be leased or rented to any person except pursuant to a written lease ("Lease") complying with this Rule.
- b. Any proposed Lease must contain (i) an executed, original copy of the Club's Lease Provisions attached thereto as Exhibit "A", (ii) the executed original of the Club's form of Release, ("Release") signed by the proposed tenant, his/her spouse, and any other adult members of his/her Family intending to reside on the leased premises, for themselves and any Minor members of their families,

(iii) a completed original application for approval on the Club's form, (iv) a copy of the Proposed Tenant (and his spouse) drivers license, and (v) a check for an application fee of \$150 per person shall be filed with the Manager, and the tenancy approved by the Board prior to the proposed occupancy.

- c. No Lease may extend for a period in excess of 12 consecutive months. A Lease renewal is considered a new Lease.
- d. No approved tenant may assign, sublet, loan or rent the leased premises to any other person, nor permit anyone other than the approved tenant, and his/her immediate family or Guests, to occupy the leased premises.
- e. No person other than the Owner or an approved tenant and his/her immediate family, shall reside in, or occupy, any residential lot for a consecutive period in excess of two weeks.

13.2 Leases to other Owners:

- a. An Owner may lease a residential lot to another Owner without payment of an application fee by depositing an executed original copy of the Lease and exhibits with the manager and otherwise meeting the requirements of Rule 13.1 above. Provided, however, an Owner may rent a residential lot to another Owner for a period of not to exceed 7 consecutive days, for use as a guest house for a non member. The Guest using the rental residential lot only has Guest Privileges.
- b. If the Tenant shall, during the Lease term, cease to be an Owner, thereafter the requirements of 13.1 shall apply.

13.3 Leases to non-Owners:

- a. The proposed tenant and his/her spouse, must submit (at his/her prepaid expense) to satisfactory criminal and financial background checks by the Club.
- b. No Lease to a non-Owner shall entitle the tenant to the use of any Club facilities other than the most direct roadway from the gate to the leased lot.
- c. The Owner of the leased lot shall be responsible for any charges or fines incurred by the tenant.
- d. Each non-Owner tenant shall be given a copy of the Club's Book of Rules and be advised that any violation of the Club's Rules, including subsequent amendments, shall be grounds for termination of the Lease by the Club and immediate eviction from the Property.

14. Privileges of Membership:

14.1 Only Owners are members of the Club (“Members”). Membership includes the right to vote at meetings of Members; the use of the Property, and its amenities; service on the Board of Directors and Committees of the Club, participation in Board and Committee meetings, and the right to authorize the admission of, or to admit, non-members to the Property (known as “Gate Clearance”). Additionally, Adult members of an Owner’s Family and LTG’s may serve on Committees of the Club.

14.2 Except as otherwise specifically provided in these Rules, Adult members of an Owner’s Family, or an LTG, with the written permission of that Owner, may use the Property and its amenities. Minor members of an Owner’s Family must have written permission of that Owner for the unsupervised use of the swimming pool, tennis court, lodge and the fitness center. Permission documentation will be maintained at and monitored by the Office. Minor members of an Owner’s family may not engage in hunting activities or use the exercise room, Trap, Skeet or Pistol/Rifle Range unless accompanied by the Owner. Any abuse of family member privileges will cause them to be revoked.

15. Guest Privileges

15.1 Guests of an Owner must be accompanied by that Owner, an adult member of the Owner’s family, or an LTG, while using the Common Area, or its amenities, other than the Owner’s lot. Neither Guests nor LTGs may grant Gate Clearance. Only Owners or an approved adult tenant may grant Gate Clearance. The host Owner is responsible for any amenity charges or fines incurred by his/her guests.

15.2 An adult brother or sister, or an LTG, of an Owner may use the Common Area including its facilities under the same conditions as an Adult Family member of an Owner, as listed in Rule 14.2, provided the Owner notifies the office of the length of the visit and the facilities to be used.

16. Gate Access

16.1 General: For privacy reasons, lawful access to Indian Hammock is solely through the front gate on Highway 441 (the “Gate”). The Club establishes a schedule of times when the gate is attended and access controlled by Club employees (“Attended Status”). At all other times, (“Unattended Status”) access to the gate is available only to Owners, guests of Owners when accompanied by an Owner, or an LTG, or approved adult tenants of Owners using the authorized access procedures specified in this Rule.

16.2 Attended Status: Attended Status is subject to procedures from time to time established by the Club and published in the Hammock Herald. Currently these require:

- a. Every entrant is logged in by the gate attendant

- b. Vendors and service personnel authorized by an Owner or an approved tenant will be announced and admitted solely to the lot of the Owner or approved tenant.
- c. Guests will be announced and admitted solely to the lot of the admitting Owner, or approved tenant.

16.3 Unattended Status: Unattended Access is only available through the “Keyed Gate” or “Electronic Gate” by use of a key or gate access card, both issued by the Club upon payment of an established fee or charge.

- a. Keys are issued by the Club solely to Owners, and remain the property of the Club. These keys are not to be duplicated or copied.
- b. Gate access cards are issued by the Club solely to Owners, and remain the property of the Club.
- c. Issuance of the keys and gate access cards are declared to be a privilege, not a right.
- d. Keys and gate access cards may only be used by (i) Owners and their immediate family, or LTG, or (ii) approved Tenants and adult members of their immediate families residing on the leased premises.
- e. The Owner is responsible for anyone’s use of his/her key or gate access card, including use by his/her approved tenant.
- f. Any Guest or Vendor arriving on the property while it is in Unattended Status must be accompanied by an Owner or approved Tenant or adult members of their immediate families or LTG.
- g. Any key or gate access card not in the physical possession of an Owner or approved Tenant, to whom assigned, or adult members of their immediate families or LTG, will be deemed abandoned and returned to the possession of the Club.

16.4 Violations: Violations of this Gate Access Rule will compromise the privacy and integrity of Indian Hammock, and are, therefore, declared to be nuisances under the Declaration and will be subject to fine, termination of privilege or other penalties as determined from time to time by the Club in accordance with the Declaration, which penalties may include:

- a. Vendors or service personnel violating Section 16.2 herein will be banned from future access to the property unless accompanied by a Member or approved Tenant or adult members of their families.
- b. Guests violating Sections 2 or 3 of Rule 16 will be temporarily or permanently barred from further access to Indian Hammock;
- c. Approved leases may be declared terminated and the tenant or others arriving thru them removed from the property.

17. Driving Privileges:

17.1 Definitions

- a. “Motor Vehicle”- any motorized vehicle designed for transport of people or goods.
- b. “Licensed Motor Vehicle”- those Motor Vehicles having a current license to use public roads in Florida.
- c. “Licensed Drivers”- those possessing a current, valid driver’s license issued by Florida or others of the United States.
- d. “Golf Cart”- electric, diesel or gas operated Motor Vehicle designed for golf course use by not more than 6 passengers.
- e. “Utility Vehicle”- electric, gas or diesel operated Motor Vehicle with a pick-up type bed for carrying goods, and not manufactured or modified to exceed 41 mph.
- f. “Unlicensed Motor Vehicle”- a Motor Vehicle (other than a Golf Cart or Utility Vehicle) not specifically prohibited by the Declaration or by subsequent Board action.

17.2 Driving a Motor Vehicle on the Common Area (including the roads and trails) is declared to be a privilege, not a right, and violation of this Rule shall result in a suspension or termination of such privilege, except as otherwise provided by the Declarations or state law.

17.3 Only Licensed Drivers may operate Motor Vehicles on the Common Areas (including the roads and trails) unless otherwise provided in this Rule.

17.4 Golf Carts, Utility Vehicles and Unlicensed Motor Vehicles.

- a. Minor Guests may not operate Motor Vehicles on the Common Areas (including the roads and trails)
- b. Minor members of an Owner’s Family can operate a Golf Cart, or Utility Vehicle on the Common Areas (including the roads and trails) only if accompanied by the Owner, an adult member of that Owner’s family, or an LTG.
- c. Minor members of an Owner’s Family ages 12 – 14 can operate a Golf Cart or Utility Vehicle manufactured or modified not to exceed 25 miles per hour, alone, only on the named roads in Indian Hammock between the hours of 5:00 am to 8:00 pm, for the purposes of going to the gate for school or going to or from another Owner’s lot, provided the parent has given the Club written authorization and release on the Club’s forms, for such operation by the minor members. Minor members of an Owner’s family 15 years of age or older can operate a golf cart or utility vehicle alone on the named roads in Indian Hammock, provided the parent has given the club written authorization and release on the club’s forms, for such operation by the minor.

- d. Unlicensed Motor Vehicles similar to, but not meeting the definitions of a Golf Cart or Utility Vehicle may not be operated on the Common Areas (including the roads and trails).
- e. No Minor Guest can be a passenger in a Golf Cart or Utility Vehicle unless a release of the Club's liability on the Club's form thereof is first executed by such Minor's parents or legal guardian, and placed on file in the Club's office.
- f. Each Golf Cart and Utility Vehicle must have prominently affixed a lot number decal on front and back or on each side of such Vehicle, at least 3" in height, and in a contrasting color.
- g. Each Owner owning or possessing a Motor Vehicle, including a Golf Cart, Utility Vehicle, whether licensed or unlicensed, is individually responsible for ensuring that such Motor Vehicles are adequately insured.

18. Trash and Garbage:

18.1 Burnable Debris (limited to vegetation debris, tree trimming, lot clearing, landscape debris) may be placed in the Burn Pile, just west of the airstrip when or if permitted by applicable state law.

18.2 House trash and garbage is to be bagged and only placed in one of the six dumpsters - located west of the flagpoles.

18.3 Boxes should be crushed before placing in the dumpsters.

18.4 Unburnable trash (old appliances, furniture, paint cans, etc.) must be disposed of in the walled area near the stable.

19. Pets:

19.1 Pets must be confined, restrained or under control of a person present with the pet, at all times. Any pet on the Property, other than its Owner's Lot, not so controlled, shall be deemed a nuisance.

19.2 Pets, except service dogs for the disabled, are prohibited in the lodge, office, tennis courts, fitness center, pool and cabana area, as well as the pastures, including the feed stalls, the arena and tack room, except for service dogs for the disabled. .

19.3 All dogs shall be collared and the collar shall contain identifying information for the pet's Owner. Any dog on the Property that is not collared shall be deemed a nuisance.

19.4 Owners of nuisance pets shall pay all costs incurred by the Club or animal control authorities in connection with the capture and disposition of such pets.

20. Lodge:

20.1 Reservations are preferred for Saturday night dinner.

20.2 Amenity tickets are to be completed, signed and dated (including lot number) for bagged ice, beverages and meals.

20.3 Parents must supervise their children in and around the lodge.

20.4 Lodge staff should be asked to adjust air conditioner and fans if needed.

20.5 Shirts and shoes are required in the lodge.

20.6 The kitchen is off limits except as specifically authorized by the Manager.

21. Fishing

21.1 State and Federal Rules apply.

22. RV Usage:

22.1 An RV is a motor home, camper, trailer or similar vehicle on wheels designed or used primarily for human occupancy, which has toilet facilities.

22.2 An Owner of one or more vacant Residential Lots may use an RV on such lot or lots for a cumulative period of not more than sixteen (16) days in any thirty (30) day period. Such is for the occasional and temporary use solely by the Owner of such Residential Lot or Lots.

22.3 The Rule to allow the use and/or occupancy of RV's on vacant lots is intended to apply only for occasional weekends and short-term vacation periods, is not intended to allow extended occupancy, and shall not be construed to allow the use and/or occupancy of an RV in association with the construction or installation of a residence on a vacant lot.

22.4 RV's may be situated on vacant lots only when the RV is in use and occupied. Unoccupied RV's may not be parked or stored on a vacant Residential Lot.

22.5 Any RV used or occupied on any Residential Lot must have a current tag and registration.

22.6 The Residential Lot on which an RV is used or occupied may not be in violation of any county regulations and shall be well maintained at all times.

22.7 RV's may be stored in the storage facility near the stable area. Storage arrangements must be made through the Manager. In addition, one RV may be parked, unoccupied, on a developed Residential Lot for up to 72 hours with prior

approval of the Manager or Duty Manager. Alternatively, one RV may be stored on a developed Residential Lot, after the completion of all construction, if the RV is concealed by the use of landscaping or by other methods previously approved by the Club, so that the RV or any part of it is not visible from the street or neighboring lots and does not interfere with the aesthetics of the surrounding area.

23. Appeals Committee Procedural Rules:

23.1 Notice

- a. Upon the notification of an appeal, the Chair of the Appeals Committee shall select a date for the hearing. The Chair shall notify the person subject to the fine or suspension of the time, date and place of said hearing. The Chair shall also include a copy of these rules with the hearing notice. Said notice shall be in writing and delivered or mailed to said person at the address on file with the office.
- b. The Chair shall also notify in writing, the Manager, the person or persons witnessing or reporting the event and any person chosen by the Board to represent the Club at the hearing.

23.2 The Hearing

- a. The hearing shall not be held until at least fourteen (14) days after the mailing/delivery of the notice to the above-named persons. The date of the mailing of the notice will count as the first day.
- b. A hearing shall be held within forty-five (45) days from the date the Chair of the Appeals Committee receives notice of a request for an appeal hearing.
- c. The Person subject to the fine or suspension will file with the Chair of the Appeals Committee, a copy to the Manager, a written summary of the reason for the appeal and why the Board was wrong. Said summary shall be delivered or mailed to the office, so it is received by the office at least seven (7) days prior to the hearing. Failure to comply with this rule is grounds for denial of the appeal.

23.3 Conduct of the Hearing

- a. The Chair shall read the violation as presented to the Board and the recommended fine or suspension. Any findings of the Board shall be considered.
- b. The person appealing the fine or suspension shall present his or her case. This presentation shall include relevant testimony and evidence.
- c. Rebuttal if any, by the Club's representative, shall include relevant testimony and evidence.
- d. The Committee may exclude evidence or testimony which is not relevant, material or competent, or testimony which is unduly repetitious. The Committee will determine the relevancy, materiality, competence or

repetitiousness of evidence. The Committee will decide the interpretation of this rule.

- e. The Committee may ask questions during the hearing.
- f. At the conclusion of the presentation, the hearing shall be closed by the Chair. The Committee, by majority vote shall either deny or uphold or reduce the fine or suspension. The committee's findings shall be in writing.
- g. The hearing may be continued once, up to seven (7) days by the Chair.

23.4 Definitions and Burden of Proof

- a. The person subject to the fine or suspension shall have the burden of proof to show, by substantial, competent evidence, that the determination of the Board regarding the fine or suspension was wrong.
- b. Substantial competent evidence - such relevant evidence as a reasonable mind would accept as adequate to support a conclusion, including testimony or other evidence based on personal observation or offer by an expert, including documentary evidence and visual aids.
- c. Relevant evidence - evidence which tends to support, disprove or supplement a factual assertion or opinion on an issue which is addressed or is required to be addressed, in the appeal.
- d. Material evidence - evidence which has bearing on the appeal because of the evidence's logical connection to an issue which is addressed or is required to be addressed in the appeal.

24. Outdoor Fires:

24.1 Fireplaces. Outdoor fires are permitted in noncombustible containers, including without limitation, barbecue pits, barbecue grills and outdoor fireplaces, subject to requirements of Rule 24.2 e-h below.

24.2 Campfires. All campfires are prohibited during periods of high fire risks as determined from time to time by the Manager. When permitted, campfires must comply with the following requirements:

- a. The Manager or the Duty Manager shall be notified of any campfire on the day and before such campfire is started
- b. Campfires must be enclosed in a ground excavation.
- c. Campfires must be set back at least 25 feet from any palmettos or other brush.
- d. All combustible materials within 5 feet of the fire pit must be cleared away.
- e. The campfire shall be attended at all times.
- f. The campfire must not emit excessive visible emissions.
- g. Fire extinguishing equipment must be readily available. Fire extinguishing equipment includes, without limitation, fire buckets, water cans, functional garden hoses or pressurized fire extinguishers.

h. All fires must be completely extinguished with water before leaving.

24.3 Trash. Burning of trash, garbage and yard waste is not allowed without a permit from the Manager.

24.4 Regulations. All outdoor fires must be in compliance with all applicable laws, rules, regulations and ordinances including, without limitation, the Rules of the Division of Forestry.

24.5 No fireworks or incendiary devices, including but not limited to firecrackers, bottle rockets, flares or sparklers are permitted on the Property except as may be approved by the Board of Directors.

25. Risk of Use of Facilities:

25.1 Use of the property and facilities of the kind maintained by the Club represent obvious risks sometimes ignored by users. It is the individual responsibility of the Owners and users of this property and facilities to use only those with which they are familiar and physically and mentally capable of using safely. The Club's property and facilities are usually unsupervised or supervised only by volunteer Owners.

26. Aircraft Hangar Leases

26.1 The Club shall have the right to enter into written agreements to lease parcels of the Common Areas within the 10 acre hangar location area depicted on Exhibit "A" as attached hereto, to specific Owners for the purpose of constructing, maintaining and occupying aircraft hangars. Any and all such leases shall require that the Owner pay for all costs and expenses associated with any construction, maintenance and/or occupancy of the leased parcel including, but not limited to building maintenance and repairs, taxes, utilities and lawn maintenance. Any such leases shall also require that the Owner provide full insurance coverage for the leased parcel and any buildings constructed thereon, including both casualty and liability insurance, in amounts to be determined by the Club. Any such policies of insurance shall also list the Club as an additional insured. **(By majority vote at the Annual Meeting of Members 1/29/12)**

27. Property* Use:

27.1 In accord with the Club's Declaration of Restrictions, Article X, Section 3, the harvesting of palmetto berries on the Property is prohibited

*Article I, Definitions ©/Rule 1.5(j)

Adopted October 17, 2010

Amended January 29, 2012 (26; 26.1)

Amended February 19, 2012 (2.2/2.3)

Amended March 25, 2012 ((3.5, 3.8, 3.13, 4.1, 13.2, 24.5)

Amended April 21, 2013 (22.7)
Amended May 19, 2013 (14.1)
Amended October 20, 2013 (Add 27)



Indian Hammock Hunt and Riding Club, Inc.

32801 US HWY 441 North #400 Okeechobee, Florida 34972

Phone: 863-763-9401

Fax: 863-357-3857

Member to Member

Request for approval for a member to acquire additional IH property

Name of Member/Buyer(s): _____

Current Property Owned: _____

Property to be purchased: _____

Name of Member/Seller(s): _____ Courtney Townsend & Ms. Sasha Chediak

****A true copy of the bona fide sales agreement must be attached hereto****

Signature of buyer

Date of application

Signature of buyer

Date of application