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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOCK BEACH**

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAMMOCK BEACH (this "Supplemental Declaration") is made this 2<sup>nd</sup> day of November, 2001, by NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P., a Georgia limited partnership (the "Declarant") whose address is 12 Ocean Park Drive, Palm Coast, Florida 32137, and joined in by the HAMMOCK BEACH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association").

**RECITALS:**

A. Declarant has executed that certain Master Declaration of Covenants, Conditions, and Restrictions for Hammock Beach, which is recorded in Official Records Book 741, page 121, of the public records of Flagler County, Florida (the "Master Declaration"), thereby submitting all of the real property described therein to the terms thereof.

B. Declarant has executed that certain Declaration of Easements, recorded in Official Records Book 780 page 252, of the public records of Flagler County, Florida, which establishes certain easements in favor of the Master Association and other parties described therein (the "Declaration of Easements").

C. The Declaration of Easements, in paragraph 2, provides the Master Association and other parties described therein, easements for ingress and egress over Parcel E, including Ocean Crest Drive, the Ocean Crest Drive Extension, and the 24-Foot ingress and egress easement referred to as the Loop Road, all as described in the Declaration of Easements and shown on the Northshore Plat Five, to and from each Parcel and benefitting the owners of such Parcel, as described in the Declaration of Easements.

D. The Master Declaration, Article I, Sections 1(b) and (i) and Article IV, Section 1, authorizes the Declarant to designate easement rights in favor of the Master Association constituting a Common Property and/or an Area of Common Responsibility.

E. The Master Association joins in this Supplemental Declaration to evidence its acceptance of the easements and obligations thereof described in the Declaration of Easements, paragraph 2, as Common Property and/or an Area of Common Responsibility and to evidence its agreement to maintain the same in accordance with the requirements of the Declaration of Easements upon the transfer of such maintenance obligations from Declarant to the Master Association when the Declarant completes the final paving and construction of the Easement Areas described in the Declaration of Easements paragraph 2, in accordance with the terms of this Supplemental Declaration and the Master Declaration, Article IV, Section 16.

**NOW THEREFORE**, the Declarant hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Master Declaration.
2. In the event of conflict between the Master Declaration and this Supplemental Declaration, the Master Declaration shall control.
3. Pursuant to the Master Declaration, Article I, Sections 1(b) and (i) and Article IV, Section 1, the Declarant hereby designates the easements described in the Declaration of Easements, paragraph 2, as Common Property and/or an Area of Common Responsibility. The Master Association hereby agrees to accept the easements and obligations thereof described in the Declaration of Easements, paragraph 2, and to maintain, replace and repair, at the Master Association's expense, such roadway improvements as are constructed upon the easements described in the Declaration of Easements, paragraph 2, by the Declarant. The Master Association's maintenance, replacement and repair obligations shall commence upon the transfer of such maintenance obligations from Declarant to the Master Association when the Declarant completes the final paving and construction of the easement areas described in the Declaration of Easement, paragraph 2. The maintenance, replacement and repair expenses incurred by the Master Association shall be Master Association Common Expenses.
4. This Supplemental Declaration shall become effective upon its recordation in the public records of Flagler County, Florida.
5. Except as specifically supplemented hereby, the Master Declaration remains in full force and effect as originally executed and recorded.



