

Prepared by and Record and Return to:  
Robert G. Cuff, Jr., Esquire  
170 Malaga Street, Suite A  
St. Augustine, FL 32084

**TWENTY SIXTH SUPPLEMENT TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR HAMMOCK DUNES® PRIVATE COMMUNITY**

This Twenty Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes ("Twenty Sixth Supplement") is made this 10th day of December, 2004, by HD ASSOCIATES, L.P., a Delaware limited partnership, as successor to ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation (the "Declarant"), with offices at 2 Camino del Mar, Palm Coast, Florida.

WHEREAS, Declarant recorded the Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes®, dated May 11, 1989, and recorded on May 18, 1989, in Official Records Book 392, Page 343, of the Public Records of Flagler County, Florida ("Master Declaration");

WHEREAS, the "Total Property" was described on Exhibit "B" to the Master Declaration;

WHEREAS, Declarant, pursuant to the terms of the Master Declaration, "Committed" that portion of the Total Property legally described on Exhibit "B" to the master Declaration and subjected the "Committed Property" to specific Land Use Classifications set forth in the Master Declaration;

WHEREAS, that portion of the Total Property not committed to specific Land Use Classifications was defined in the Master Declaration as Uncommitted Property;

WHEREAS, Declarant, pursuant to the provisions of the Master Declaration, including, but not limited to, the provisions of Article 2.02(a) thereof, reserved the right to assign specific Land Use Classifications to additional portions of the Uncommitted Property;

WHEREAS, Declarant, pursuant to the provisions of the Master Declaration, including, but not limited to, the provisions of Article 2.03 thereof, reserved the right to modify the provisions of the Master Declaration and to create new provisions of the Master Declaration applicable to all or a portion of the Total Property;

Hammock Dunes® is a registered service mark of HD Associates, L.P.

WHEREAS, Declarant desires to Commit that portion of the Uncommitted Property which is legally described on Attachment "A" hereto ("Granada Estates Added Neighborhood Property") to the specific Land Use Classifications set forth on the Property Plan attached hereto as Attachment "B";

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Granada Estates Added Neighborhood Property shall be Committed Property and also states that:

- i. The words and phrases used herein which are defined in the Master Declaration shall have the meanings set forth in the Master Declaration, except if the context thereof clearly indicates otherwise. In addition, the following definitions shall apply to this Twenty Sixth Supplement:
  - (a) "Plat" shall mean the plat of Hammock Dunes - Parcel 14 as recoded in Map Book 34, Pages 52 through 54 of the Public Records of Flagler County, Florida.
- ii. Declarant hereby Commits the Granada Estates Added Neighborhood Property to the specific Land Use Classifications set forth in Attachment "B" hereto. Attachment "B" supplements that Property Plan for Granada Estates as recorded in Official Records Book 392, Page 575 of the Public Records of Flagler County, Florida.
- iii. The Granada Estates Added Neighborhood Property shall be subject to the following restrictions in addition to those restrictions set forth in the Master Declaration and the Declaration of Protective Covenants, Conditions and Restrictions of Granada Estates Neighborhood, as recorded in Official Records Book 392, Page 532 of the Public Records of Flagler County, Florida ("Granada Estates Declaration"), provided that in the event of any conflict between the restrictions set forth herein and those set forth in the Master Declaration and Granada Estates Declaration, the restrictions set forth herein shall control:

**Maintenance:**

Every Owner shall be responsible for maintaining the landscaping within that portion of the Master Association Common Area Roadway adjacent to that Owner's Lot. This area extends from the front edge of Lot to the edge of pavement on the Roadway and is bounded on each side by a projection of two side Lot lines from the front Lot line to the edge of pavement. Such maintenance shall include regular mowing, fertilizing, irrigating, insect control and replacement of dead or damaged landscape materials.

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Setbacks:

The setbacks for the Lots depicted on the Plat shall be as set forth in the Plat Agreement recorded at Official Record Book 1130, Page 1169 of the Public Records of Flagler County, Florida or in the Design Review Manual promulgated by the Association for the Granada Estates Added Neighborhood Property, whichever setbacks are more restrictive.

Neighborhood Assessments:

The provisions of the Master Declaration and the Neighborhood Declaration (including without limitation, the provisions of Article VIII of the Neighborhood Declaration) notwithstanding, the Granada Estates Neighborhood Assessment for the Lots in the Granada Estates Added Neighborhood Property depicted in Exhibit "B" to this Twenty Sixth Supplement shall be one-half (1/2) of the Granada Estates Neighborhood Assessment for other Lots in Granada Estates to take into account the fact that the Lots in the Committed Property depicted in this Twenty Sixth Supplement are not served by Neighborhood Common Area Roadways.

- iv. The Granada Estates Added Neighborhood Property is hereby part of the Granada Estates Neighborhood which is located in the Granada Estates Community.
- v. The Granada Estates Added Neighborhood Property shall be owned, used, sold, conveyed, encumbered, demised, occupied and mortgaged subject to the provisions of this Twenty Sixth Supplement, which shall run with the Granada Estates Added Neighborhood Property and shall be binding on all parties having any right, title or interest in the Granada Estates Added Neighborhood Property or any part thereof, their heirs, legal representatives, successors, in title and assigns.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed this 10<sup>th</sup> day of December, 2004.

Signed in the presence of: HD ASSOCIATES, L.P., a Delaware limited partnership

By: Dunes Operating Company, L.P.,  
a Delaware limited partnership,  
its sole general partner

By: 2M Dunes, L.L.C.  
a Texas limited liability company,  
general partner

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By: 2M Real Estate, Inc.  
a Texas corporation,  
its sole member

Barbara A. Peacock  
Print Name: Barbara A. Peacock

By: Terry Pendleton  
Terry Pendleton, Vice President

Sterling D. Cole  
Print Name: Sterling D. Cole

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing Twenty Sixth Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes was acknowledged before me this 10th day of December, 2004, by Terry Pendleton as Vice President of 2M Real Estate, Inc., a Texas corporation, the sole member of 2M Dunes, L.L.C., a Texas limited liability company, the general partner of Dunes Operating Company, L.P., a Delaware limited partnership, the sole general partner of HD Associates, L.P., a Delaware limited partnership, on behalf of HD Associates, L.P. He is personally known to me and did not take an oath.

Barbara A. Peacock  
Print name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:



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ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL "D-1", HAMMOCK DUNES PHASE 1, AS RECORDED IN MAP BOOK 30, PAGES 76-86, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH LANDS LYING EAST OF STATE ROAD A-1-A IN GOVERNMENT SECTIONS 9 AND 10, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BOTH PARCELS BEING MORE PARTICULARLY DESCRIBED (TOTAL PARCEL SURVEYED) AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 31 EAST, THENCE S00°36'57"E ALONG THE WEST LINE OF SECTION 10 A DISTANCE OF 2354.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT INTERSECTING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 01°12'51", THENCE DEPARTING SAID WEST SECTION LINE NORTHEASTERLY ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE PLAT LORRAINE, MAP BOOK 29, PAGES 80 AND 81 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 2.12 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N56°06'00"E A DISTANCE OF 2.12 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 32°12'32", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 56.22 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N40°36'09"E A DISTANCE OF 55.48 FEET TO A POINT OF TANGENCY, THENCE N24°29'53"E A DISTANCE OF 51.55 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°58'30", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 104.50 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N18°30'38"E A DISTANCE OF 104.31 FEET TO A POINT OF TANGENCY, THENCE N12°31'23"E A DISTANCE OF 48.63 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 33°18'41", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 58.14 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N29°10'44"E A DISTANCE OF 57.32 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 23°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 131.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N34°01'41"E A DISTANCE OF 130.85 FEET TO A POINT OF TANGENCY, THENCE N22°13'17"E A DISTANCE OF 108.19 FEET, THENCE N03°27'58"E A DISTANCE OF 198.07 FEET, THENCE N27°11'05"E A DISTANCE OF 83.88 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CAMINO DEL REY, SAID POINT INTERSECTING A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 571.00 FEET AND A CENTRAL ANGLE OF 75°24'02", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 754.06 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S25°06'55"E A DISTANCE OF 700.81 FEET TO A POINT INTERSECTING A NON-TANGENT LINE, THENCE DEPARTING SAID PLAT BOUNDARY S18°10'18"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 184.92 FEET TO A POINT INTERSECTING A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1340.63 FEET AND A CENTRAL ANGLE OF 13°00'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 304.18 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S06°05'18"W A DISTANCE OF 303.53 FEET TO THE INTERSECTION OF A NON-TANGENT LINE, THENCE DEPARTING CAMINO DEL REY S88°35'06"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A A DISTANCE OF 518.28 FEET, THENCE DEPARTING STATE ROAD A-1-A N00°24'54"W ALONG THE EASTERLY BOUNDARY LINE OF SAID PLAT LORRAINE A DISTANCE OF 82.44 FEET TO A POINT INTERSECTING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 137°11'51", THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 143.67 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N31°30'37"W A DISTANCE OF 111.73 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 34°18'23", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 119.64 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N19°53'07"E A DISTANCE OF 117.86 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 106.80 FEET AND A CENTRAL ANGLE OF 52°40'39", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 91.94 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N29°09'15"E A DISTANCE OF 88.74 FEET TO THE POINT OF BEGINNING.

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