

2347184-88-8-11

THE HAMMOCKS HOMEOWNER'S ASSOCIATION OF ORANGE COUNTY, INC.
PROXY

The undersigned, owner(s) or designated voter of Lot No. _____ in The Hammocks Homeowner's Association of Orange County, Inc. appoints



(PRINT NAME OF PROXYHOLDER)

or the Secretary of the Association as my proxy holder to attend the meeting of the members of The Hammocks Homeowner's Association of Orange County, Inc. to be held on April 28, 2014, at The West Oaks Mall Community Room located at 9401 W. Colonial Dr., Ocoee, FL at 6:30P.M. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxy holder's authority is limited as indicated below.

GENERAL POWERS I authorize and instruct my proxy to use his or her best judgment on all other matters which properly come before the meeting and for which a general power may be used.

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUE, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

CHECK ONE BOX TO VOTE FOR OR AGAINST THE FOLLOWING PROPOSED AMENDMENT:

___ For ___ Against

Amending Article IV, Section 3 and adding Article IV, Section 9.5 of the Declaration of Covenants and Notice of Restrictions on Real Estate for The Hammocks to read as follows:

ARTICLE IV
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 3. Creation of the Lien and Personal Obligation for Assessments. Each OWNER of a LOT is deemed to covenant and agree to pay to THE ASSOCIATION:

- (a) annual assessments
- (b) special assessments
- (c) individual LOT assessments

The annual and special and individual LOT assessments, together with costs, interest and reasonable attorneys fees incurred in enforcing and collecting same, shall be secured by a continuing lien and charge upon the LOT against which said assessments is made. In addition,

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each assessment, together with costs, interest and reasonable attorneys fees shall also be the personal obligation of the OWNER at the time said assessment fell due.

ARTICLE IV
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 9.5. Individual LOT Assessment. In addition to the Initial, Annual and Special Assessments, the Association may levy an Individual LOT Assessment against any individual LOT to recover any charges, losses, costs or attorneys' fees incurred by THE ASSOCIATION as a result of the actions or inactions of one or more OWNERS of a LOT or their family members, tenants, guests or invitees. Each and every LOT OWNER is jointly and severally liable to pay an Individual LOT Assessment levied against their LOT and failure to pay such assessment within 30 days of its adoption by THE ASSOCIATION'S Board of Directors entitles the Association to collect the assessment in accordance with this Declaration, THE ASSOCIATION'S governing documents and Chapter 720, Florida Statutes.

CHECK ONE BOX TO VOTE FOR OR AGAINST THE FOLLOWING PROPOSED AMENDMENT:

For Against

Amending Article VIII, Section 19 of the Declaration of Covenants and Notice of Restrictions on Real Estate for The Hammocks to read as follows:

ARTICLE VIII
GENERAL RESTRICTIONS

Section 19. Enforcement. Enforcement of these covenants may be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any provision hereof. The DECLARANT, its successors or assigns THE ASSOCIATION, any OWNER or any political subdivision, including the City of Ocoee or the State of Florida shall have the right to enforce these covenants and restrictions and any failure to enforce these restrictions and covenants or any portion hereof shall not constitute a waiver or estoppel to the enforcement of subsequent violations. The prevailing party in any litigation shall be entitled to recover all costs and reasonable attorney fees, including attorney fees on appeal. THE ASSOCIATION may collect such attorneys' fees and costs as an Individual LOT Assessment upon judicial determination of the Association's entitlement to such attorneys' fees and costs against one or more LOT OWNERS. All OWNERS of a LOT are jointly and severally liable for attorneys' fees and costs and any Individual LOT Assessment levied against a LOT.

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The undersigned ratifies and confirms any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revokes all prior proxies previously executed. This proxy must be received by the Association no later than the date and time for the meeting.

DATED: _____

Owner Signature _____
Print Name: _____
Lot #: (Required) _____

DATED: _____

Owner Signature _____
Print Name: _____
Lot #: (Required) _____

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Do not fill in or sign the "Substitution of Proxy" below unless you are the designated Proxy Holder, cannot attend the meeting and desire to designate a substitute Proxy to attend the meeting in your place.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____
_____ to substitute for me in the proxy set forth above.

Date: _____

PROXY HOLDER

(This proxy shall not be valid for a period longer than 90 days after the date of the first meeting for which it was given.)

