

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HAMMOCK BY FREEPORT MASTER ASSOCIATION

This 2nd Amendment is made this 12 day of March, 2009,  
by FREEPORT 860, LLC a Florida limited liability company, whose address is 4652 Gulfstarr  
Drive, Destin, Florida 32541 (the "Developer").

RECITALS

A. The Developer is the developer of certain real property within a planned residential  
community located in Walton County, Florida, commonly referred to as 'HAMMOCK BAY  
FREEPORT.'

B. The real property located within Hammock Bay Freeport is subject to all of the terms and  
conditions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for  
Hammock Bay Freeport Master Association, recorded on September 2, 2005, at Official Records  
Book 2687, page 4364-4436 of the current public records of Walton County, Florida, as may be  
amended from time to time (the "Declaration").

C. Pursuant to the provisions of Article 19.7 of the Declaration, the Developer has the authority,  
as long as it holds title to any Lot, Unit or Parcel affected by the Declaration, to amend the  
Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable  
consideration, the Developer hereby amends the Declaration as follows:

1. The second sentence of Section 7.9 of the Declaration is hereby stricken and  
deleted, and replaced with the following sentence: "The sale or transfer of  
any Lot, Unit, or Parcel shall not affect the Assessment; however, upon the  
sale or transfer of any Lot, Unit, or Parcel pursuant to foreclosure or deed in  
lieu thereof, the liability of a mortgagee or purchaser for assessments which  
came due prior to such sale or transfer shall be as stated in Section  
720.3085, Florida Statutes, or other applicable Florida Statute.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Witnesses:

**FREEPORT 860, LLC**, a Florida limited liability  
company

By:

Print Name:

Patricia Dalton

By: Waters Edge Building Company, a Florida  
corporation, its Manager/Member

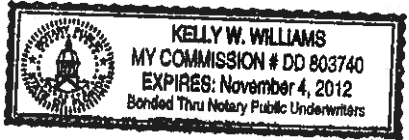
By: [Signature]  
Print Name: Kelly Williams

By: [Signature]  
Jay Odom, President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2005, by Jay Odom, as President of Waters Edge Building Company, a Florida corporation, as manager/member of Freeport 860, LLC, a Florida limited liability company, on behalf of the corporation and limited liability company. He is  personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



[Signature]  
(Signature of Notary)  
Kelly Williams  
(Print Name of Notary Public)  
Notary Public, State of Florida  
My Commission Expires: 11/4/2012  
Commission No.: \_\_\_\_\_

2nd AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR HAMMOCK BY FREEPORT

This 2nd Amendment is made this 12 day of March, 2009, by FREEPORT 860, LLC a Florida limited liability company, whose address is 4652 Gulfstarr Drive, Destin, Florida 32541 (the "Developer").

RECITALS

A. The Developer is the developer of certain real property within a planned residential community located in Walton County, Florida, commonly referred to as 'HAMMOCK BAY FREEPORT.'

B. The real property located within Hammock Bay Freeport is subject to all of the terms and conditions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Hammock Bay Freeport, recorded on September 2, 2005, at Official Records Book 2687, page 4441 of the current public records of Walton County, Florida, as may be amended from time to time (the "Declaration").

C. Pursuant to the provisions of Article XVII.H.2 of the Declaration, the Developer has the authority, as long as it holds title to any Lot, Unit or Parcel affected by the Declaration, to amend the Declaration as it deems necessary or convenient.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends the Declaration as follows:

1. The second sentence of Section VII (I) (10) of the Declaration is hereby stricken and deleted, and replaced with the following sentence: "The sale or transfer of any Lot, Unit, or Parcel shall not affect the Assessment; however, upon the sale or transfer of any Lot, Unit, or Parcel pursuant to foreclosure or deed in lieu thereof, the liability of a mortgagee or purchaser for assessments which came due prior to such sale or transfer shall be as stated in Section 720.3085, Florida Statutes, or other applicable Florida Statute."

INSTR # 1071524  
OR BK 2812 Pages 2599 - 2600  
RECORDED 03/13/09 08:08:03  
MARTHA INGLE, WALTON COUNTY  
CLERK OF COURT  
DEPUTY CLERK V WELLS  
#1

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Witnesses:

**FREEPORT 860, LLC**, a Florida limited liability company

By: [Signature]  
Print Name: Kelly W. Williams

By: Waters Edge Building Company, a Florida corporation, its Manager/Member

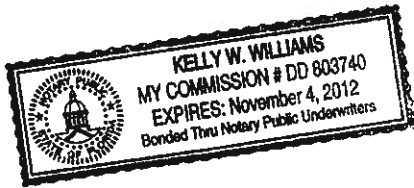
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: [Signature]  
Jay Odom, President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12 day of March, 2009, by Jay Odom, as President of Waters Edge Building Company, a Florida corporation, as manager/member of Freeport 860, LLC, a Florida limited liability company, on behalf of the corporation and limited liability company. He is ✓ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



[Signature]  
(Signature of Notary)  
Kelly W. Williams  
(Print Name of Notary Public)  
Notary Public, State of Florida  
My Commission Expires: 11/4/12  
Commission No.: \_\_\_\_\_