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**Prepared by and return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer") as of this 12th day of October, 2004.

## ARTICLE I

## INTRODUCTION AND DEFINITIONS

1. Introduction

   a. Developer is the owner of the real property located in the City of Brooksville, Hernando County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

   b. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

   c. Every Person acquiring title to any portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

2. Definitions. Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

   a. "ACOE" means the U.S. Army Corps of Engineers.

b. "Additional Property" means those lands, together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article II hereof.

c. "Annual Maintenance Assessment" means the Association's annual maintenance assessment for each Residential Unit as determined in accordance with the provisions of this Declaration.

d. "Assessments" means, collectively, all assessments, charges, sums and other amounts established or levied pursuant to the terms of this Declaration, including, without limitation, the Annual Maintenance Assessment, Services Assessment, the Golf Course Lot Assessment, the Improvement Reserve Assessment, Initial Reserve Assessment, any Neighborhood Assessment, and the Club Charges.

e. "Association" means Southern Hills Plantation Homeowners' Association, Inc., a corporation not for profit organized and operated pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

f. "Board" means the Association's Board of Directors.

g. "Builder" shall mean any person designated as such by Developer who constructs Residential Units on Lots within the Project for Lot Owners or for sale to Owners.

h. "CDD" means any community development district created or to be created by Developer, as authorized by Chapter 190, Florida Statutes, with respect to the Property, any Additional Property, or other portions of the Development.

i. "Club" means the club created with respect to the Club Facilities.

j. "Club Charges" shall have the meaning set forth in Article VII, Section 9 hereof.

k. "Club Declaration" means those certain Southern Hills Plantation Golf Club Covenants, as may be amended from time to time, which are or will be recorded in the Public Records against title to the Property.

l. "Club Membership Plan" means the Southern Hills Plantation Golf Club Plan for Offering of Memberships, and the bylaws, rules and regulations associated therewith, as may be amended from time to time.

m. "Club Operator" and "Club Owner" mean, respectively, the operator and owner of the Club. The Club Operator and Club Owner shall not be deemed Owners or Members under this Declaration, but shall be subject to the covenants, conditions, restrictions and easements set forth in this Declaration applicable to the Club. The

Club Owner shall have the limited right to vote as to matters specifically affecting the Club, as set forth in Article X, Section 9 of this Declaration. As of the date of this Declaration, the Developer is the Club Owner, and Southern Hills Plantation Golf Club, LLC, a Delaware limited liability company, is the Club Operator.

n. "Club Property" means, collectively, all of the real property constituting the Club and the Golf Course and on which all or any portion of the Club Facilities are constructed or intended to be constructed from time to time. The Club Property may consist of multiple, non-contiguous parcels of real property.

o. "Common Areas" means all real property or any interest in real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Lot Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. Common Areas shall include all roads, roadways and rights-of-way in the Development, all community parks within the Development, and any wells owned by the Association. Common Areas may include a natural trail system if elected by the Developer, and if not owned by the CDD.

p. "Common Maintenance Areas" means all property from time to time designated by this Declaration or by the Developer as a maintenance responsibility of the Association for the benefit of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property. Common Maintenance Areas may include lands owned or controlled by the CDD.

q. "Conservation Areas" means those portions of the Property designated as conservation or preservation areas on any Plat, which areas may include, without limitation, certain jurisdictional wetlands, and developable uplands which have been restricted to be used to promote habitat conservation and preservation and to protect environmental resources within the Development in accordance with, and subject to the terms of the Conservation Easements which set forth the permitted uses of those areas. Developer intends for the Conservation Areas to be owned and maintained by the CDD. To the extent that any Conservation Areas are owned or maintained by the Association, such Conservation Areas shall be deemed to be Common Areas or Common Maintenance Areas, respectively, as applicable.

r. "Conservation Easements" means, collectively, that certain Conservation Easement in favor of SWFWMD recorded at O.R. Book 1825, Page 826, of the Public Records, and such other easements recorded in the Public Records in favor

of SWFWMD or any other governmental authority, together with any amendments or supplements thereto entered into from time to time relative to the Project.

s. "Declaration" means this Declaration of Covenants and Restrictions, together with any amendments and supplements made hereto from time to time.

t. "Design Review Committee" means the committee established under Article VIII hereof to review and approve or deny modifications, alterations, renovations or reconstruction of the exterior of Residential Units or Lots.

u. "Design Review Manual" means the Design Review Manual for Southern Hills Plantation, as may be subsequently amended or supplemented, from time to time, which is hereby incorporated into this Declaration by this reference.

v. "Developer" means Hampton Ridge Developers, LLC, a Delaware limited liability company, whose address is 2202 N. West Shore Blvd., Suite 125, Tampa, Florida 33607, its successors and assigns to whom the rights of the Developer hereunder are specifically assigned, in whole or in part. Developer may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer unless expressly stated in the assignment, but may exercise such rights of Developer as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

w. "Development" means the residential and recreational development as described in the Zoning Ordinance.

x. "Development Agreements" means that certain City of Brooksville, Florida Development Agreement for the Hampton Ridge Project, dated May 28, 2003, by and between the City of Brooksville and the Developer, recorded in the Public Records at O.R. Book 1673, Page 803, as may be amended and modified from time to time, together with any other development agreements entered into by the Developer with respect to the Development, including the Project.

y. "Golf Course" means any golf course created within the boundaries of the Project.

z. "Golf Course Lot" means any Lot having a common boundary line with any portion of the Golf Course.

aa. "Golf Course Lot Assessment" shall have the meaning set forth in Article VII, Section 5 hereof.

bb. "Golf Course Zone" means that area abutting the rear Lot line of a Golf Course Lot, defined by extending the side Lot lines toward the fairway of the Golf Course up to the edge of clearing within the Golf Course rough.

cc. "Improvement Reserve Assessment" shall have the meaning set forth in Article VII, Section 7 hereof.

dd. "Initial Reserve Assessment" shall have the meaning set forth in Article VII, Section 6 hereof.

ee. "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

ff. "Legal Documents" collectively means this Declaration, the Association's Articles of Incorporation (the "Articles") and the Association's Bylaws (the "Bylaws"), as the same may be amended from time to time. A copy of the initial Articles is attached as Exhibit "B" to this Declaration, and a copy of the initial Bylaws is attached as Exhibit "C" to this Declaration. The Articles and Bylaws may be amended as provided in such documents and it shall not be necessary to amend this Declaration in order to amend the Articles or Bylaws.

gg. "Lot" means any portion of the Property, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single-family lots, attached or detached villa lots, patio or zero lot line lots, condominium units, as well as vacant land intended for development as such. The term shall include real property as well as any Residential Unit constructed thereon, unless the context otherwise requires. In the case of a condominium or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot, provided guesthouses on a Lot upon which another Residential Unit has been completed shall not be considered a separate Lot. In the case of a parcel of vacant land or land upon which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the then current Master Plan until such time as a certificate of occupancy is issued on the parcel by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph. At such time as a certificate of occupancy has been issued for all Lots to be constructed on a

parcel of land, any Lots contained within the then current Master Plan which exceed the actual number of Los completed shall revert to the Developer to be assigned to the other vacant parcels of land.

hh. "Master Plan" means the conceptual plan for the development of the Project as determined and modified by the Developer from time to time. All references to the Master Plan shall be references to the latest revisions thereof, from time to time.

ii. "Members" means the members of the Association as defined and described in Article IV of this Declaration and in the Articles.

jj. "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

kk. "Mortgagee" means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

ll. "MSTU/MSBU" shall have the meaning set forth in Article V, Section 2.e., of this Declaration.

mm. "Neighborhood" shall mean and refer to each portion of the Property in which Owners have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Association having jurisdiction over the property within the Neighborhood. Neighborhoods may be designated by Plat or Neighborhood Supplement. It shall not be necessary for any portion of the Property to be designated as a Neighborhood except as required by law. A Neighborhood may be organized into a separate homeowners' or condominium association, subject to approval by the Developer. Notwithstanding such separate organization, each Owner within such Neighborhood shall continue to be a Member in the Association, subject to the Assessments imposed by this Declaration.

nn. "Neighborhood Assessment" shall mean and refer to assessments levied against Lots in a particular Neighborhood benefiting from a service, amenity or improvements provided by the Association.

oo. "Neighborhood Committee" shall mean and refer to a committee of three (3) individuals who are owners of a Lot within a Neighborhood who shall advise the Board on matters concerning Neighborhood Assessments. Neighborhood Committees shall be appointed or elected as provided in the Bylaws.

pp. "Neighborhood Supplement" shall mean and refer to a Supplement to this Declaration designating a Neighborhood, establishing Neighborhood Assessments and adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

qq. "Open Space" means any area designated on any Plat as open space, preserve area, lakes or Conservation Areas, in compliance with the Zoning Ordinance and the Law.

rr. "Owner" or "Lot Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers, any Person holding such fee simple title merely as security for the performance of an obligation, the Association, the CDD, the Club Owner, the Club Operator and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Developer is an Owner as to all portions of the Property owned by Developer.

ss. "Person" means any natural person or entity having legal capacity.

tt. "Plat" means any subdivision plat of any portion of the Property recorded in the Public Records, and the recorded plat of any Additional Property made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

uu. "Project" means that portion of the Development to be developed on the Property and any Additional Property annexed hereto.

vv. "Property" means the real property located in the City of Brooksville, Hernando County, Florida, described in Exhibit "A" attached to this Declaration, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II hereof.

ww. "Public Records" means the public records of Hernando County, Florida.

xx. "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

yy. "Residential Unit" means any improvements on a Lot intended for use as a single-family residential dwelling unit, including, without limitation, any single-family attached or detached dwelling. Improvements shall constitute a Residential Unit at such time as construction of the improvement is sufficiently completed to receive a certificate of occupancy from the applicable governmental authorities.

zz. "Sales Center" means that certain sales facility located within the Project, owned and operated by the Developer, as may be constructed, expanded and modified from time to time, in the location generally shown on the Master Plan. The Sales Center includes the buildings, driveway, parking areas, and associated improvements in the location identified by Developer on the Master Plan or the applicable Plat. **The Sales Center is not part of the Common Areas.**

aaa. "Services Assessment" shall have the meaning set forth in Article VII, Section 4 hereof.

bbb. "Supplemental Declaration" means any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II hereof.

ccc. "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property from the Developer for the purpose of developing such property as a residential community, including, by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development. A Person that acquires one or more developed Lots from Developer (or one or more Lots which Developer is contractually required to develop) for the purpose of constructing a Residential Unit thereon for resale or personal use is not a Subdivision Developer.

ddd. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Rule 40D, F.A.C. The lands comprising such systems may be owned by the CDD, subject to the easement rights of the Association as set forth in this Declaration.

eee. "SWFWMD Permits" means all Southwest Florida Water Management District Permits applicable to the Property, as may be amended or modified from time to time.

fff. "Work" means the initial development of all or any portion of the Property pursuant to the Master Plan or the Zoning Ordinance by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Residential Units by Persons other than Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ggg. "Zoning Ordinance" means Ordinance Number 672 of the Brooksville City Council, approved on June 7, 2004, as the same may be amended from time to time. The Zoning Ordinance covers the entire Development of which the Project is a part.

## ARTICLE II

## PROPERTY

The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Developer intends to develop the Property described on Exhibit "A" attached hereto as the first phase of the Project. In addition, Developer may, in the future, but shall have no obligation, to annex and submit to the lands encumbered by this Declaration the lands described in Exhibit "D" to this Declaration. If Developer elects to annex and submit such additional lands to the lands encumbered by this Declaration, then Developer shall follow the procedures set forth in Article X below. Until such time, only the Property described in Exhibit "A" to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against the lands described in Exhibit "D".

## ARTICLE III

## COMMON AREAS; EASEMENTS

1. Common Areas.

a. Conveyance of Common Areas. The Developer will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to the Common Areas owned by Developer at such time as in

its sole discretion it deems appropriate. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of the CDD, the Club Owner, governmental entities or private parties as deemed appropriate by the Developer. Upon recordation of any deed or deeds conveying Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by the Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. All costs and expenses of any conveyance of any property by Developer to the Association shall be paid for by the Association.

b. Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Areas provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this subparagraph, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Areas in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Areas without the consent of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Areas shall be evidenced by recording a deed or Supplemental Declaration, as applicable, in the Public Records, which

shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Areas by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Areas unless such land is expressly referenced as such herein, or subsequently designated as such by the Developer pursuant to a subdivision plat of such lands, a deed conveying such lands, or any interest therein, to the Association, or otherwise pursuant to this subparagraph, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this Section, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

c. Use by Developer and Other Persons. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Developer shall have the right to use, and to allow Builders to use, and occupy portions of the Common Area without payment of any rent or use fee for sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, until Developer and all Builders have sold all Lots within the Property, but not later than fifteen (15) years from the recording date of this Declaration, notwithstanding turnover of control of the Association to the Owners. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Developer and the Association shall have the right to allow the CDD to use any portion of the Common Area on such terms as the Developer or the Association deems appropriate. The Association shall also have the right and authority to allow, by rental agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or other services to the Project and the Club Owner and Club Operator. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Areas as determined from time to time by the Board, provided such use does not unreasonably interfere with the Owners' use of the Common Areas.

2. Owner's Easements of Enjoyment. Every Owner of a Lot and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, including rights of ingress and egress over all streets and roadways shown on any Plat, subject to the easements and other property rights granted in this Article, and subject to the following:

a. Assessments. Assessments for maintenance, repair and replacement of facilities, if any, situated upon the Common Areas as provided in this Declaration or other applicable recorded instruments.

b. Dedication. The right of the Owner of the Common Areas, with the consent of the Developer if not the Owner of the Common Areas, to dedicate or transfer all or portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Developer as part of the Work or prior to transfer of control of the Association to Owners other than Developer, shall not require the approval of the Lot Owners or the Association. Any other dedication or transfer must be approved by two-thirds (2/3) or more of the Members of the Association at a meeting duly convened for such purpose, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

c. Developer. The rights of the Developer set forth elsewhere in this Declaration, and the rights of the Developer and Builders to occupy and use portions of the Common Areas for a sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, all as set forth in Article XII of this Declaration.

d. Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable Regulations governing the use of the Common Areas.

e. Legal Documents. The provisions of the Legal Documents and all matters shown on any Plat of all or part of the Property, including any restrictions shown thereon relative to Conservation Areas and Open Space.

f. Easements. The right of the Developer and, following the conveyance of the Common Areas to the Association, the Board to grant easements for utilities or drainage across all or any part of the Common Areas, whether to the CDD, the Club Owner, other governmental entities, or private parties as deemed advisable by the Developer or the Board.

g. Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

h. General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

3. General Easements. All Lots and Common Areas, as applicable, are subject to the following perpetual non-exclusive easements:

a. Easements for ingress and egress in favor of the Association for the performance of the Association's duties hereunder, provided that such easements will not encroach on any portion of the building pads on which a Residential Unit is constructed.

b. Easements in favor of the Developer and the Association along each side Lot line in the amount of three (3) feet for the installation, maintenance and operation of utility facilities servicing the Lots, including, without limitation, irrigation distribution lines, facilities and appurtenances to transport reclaimed water or groundwater throughout the Development.

c. Easements for the drainage of ground and surface waters in the manner established by Developer as part of the Work. In addition to the easements shown on any Plat, each Lot is subject to perpetual non-exclusive drainage easements along each side Lot line in the amount of three (3) feet for the installation, maintenance, and use of drainage swales, pipes or other drainage facilities.

d. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot and the Club Property (including the Golf Course) which is a part of, or adjacent to the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SWFWMD Permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System.

e. The CDD shall have a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Areas, the Club Property (including the Golf Course), driveways and walkways, that may from time to time exist within the Property; provided, however, that any such easement in favor of the CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to such streets, roadways, Common Areas, Surface Water or Stormwater Management System, Conservation Areas and infrastructure within the Project.

f. The Club Owner, for itself, the Club Operator, and its members, guests, invitees and licensees, shall have a non-exclusive easement for ingress and egress over

and across all streets and roadways that may exist from time to time within the Property for purposes of accessing and utilizing the Club, together with the other easements created under Article X of this Declaration.

4. Property Boundary Fence. As part of the Work, Developer may construct a privacy fence or landscaped buffers across some of the Lots and portions of the Common Areas to separate the Property or portions thereof, and provide a buffer, from adjoining portions of the Property, right-of-ways or other properties (the "Property Boundary Fence"). All Lots upon which portions of the Property Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Fence. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Lot Owner fails to properly maintain the Property Boundary fence as hereinafter provided.

5. Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on a Plat. The Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, maintain Conservation Areas, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable systems, reclaimed irrigation water or treated effluent and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. If the Owner fails to promptly remove improvements or landscaping, the Developer, the Association or the grantee of the easement may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be liable for trespass, nor responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

6. Lake Related Easements. The Association and the CDD are hereby granted perpetual non-exclusive unobstructed drainage easements through the lakes, marshes and other wetlands situated in whole or in part on the Property that are a part of the Surface Water or Stormwater Management System for access to operate and maintain or repair the system, including but not limited to, work within the retention areas, drainage structures, and drainage easements. Each Lot bordering on or encompassing any portion of a lake is subject to an easement to the Association from the top of the lake embankment to the rear Lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems and related facilities including bulkheads. The Association shall also have perpetual easements across each such Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat, or by Law.

7. All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every portion of the Property enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to the portions of the Property granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

8. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in the Common Areas, except as expressly provided in this Declaration. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot, subject to the Association's Regulations and Article III, Section 12.b., below.

9. Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property owned by Developer, and may widen or extend any right-of-way shown on the Plat or convert a Lot or other portions of the Property for use as a right-of-way or other uses, provided that Developer owns the lands where such changes occur. Developer may also establish covenants and restrictions and amendments thereto with respect to any such portion of the Property.

10. Southern Hills Plantation Golf Club. The Club is an independent operation not affiliated with the Association. The Club, the Club Property and the Club Facilities are not portions of the Common Areas, the Association has no rights or maintenance obligations associated therewith (except as provided in Article VI.2.d. of this Declaration), and Owners within the Project shall only have such rights to access and utilize the Club as





specifically authorized by the Club Declaration, and as provided in Article VI.2.d., and Article X of this Declaration.

## ARTICLE IV

## USE RESTRICTIONS

1. Residential Use. Each Lot and the buildings constructed therein shall be used for single family residential purposes only, and no group foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except as authorized by Article XII, Section 8 hereof. The foregoing does not prohibit a "home office" within a Residential Unit, provided that: (a) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

2. Architectural Standards.

   a. Initial Construction. No building, fence, wall, mailbox, swimming pool, driveway or other improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by the Developer or the Design Review Committee, as applicable, in accordance with the procedures described in Article IX hereof.

   b. Modifications of Exteriors. A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his Residential Unit or Lot including driveways and landscaped areas, nor make any additions to the exterior of his Residential Unit (including street numbering, lawn ornaments, and window treatments), except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Design Review Committee.

3. Minimum Square Footage. Residential Units shall have a minimum square footage of interior heated and air conditioned living area, exclusive of garages, porches and patios based on approximate Lot size, as set forth below:

| Typical Lot Width (Feet) | Minimum Square Footage |
|---|---|
| Club Villa | * |
| 52 | 1,600 |
| 65 | 2,000 |
| 80 | 2,500 |
| 100 | 3,100 |
| Over 100 | 3,600 – 4,500* |

*As determined in accordance with the Design Review Manual.

4. Other Structures; Play Equipment. Except as to items initially approved by the Developer, no sheds, tanks, storage buildings, clothes lines, basketball hoops or support structures, children's play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Design Review Committee in accordance with the procedures and standards set forth in the Design Review Manual. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer.

5. Landscaping; Irrigation.

a. Landscaping; Buffer Areas. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Manual. Without limiting anything set forth in this section, no plant material shall be removed, trimmed or added to any area designated as a "Buffer Area" on any Plat without prior approval of the Development Review Committee. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed except in compliance with the Design Review Manual and otherwise approved by the Design Review Committee, or in violation of the Law. As of the date of this Declaration, the Design Review Manual prohibits removal of trees having a

caliper of six (6) inches or greater at breast height. No tree or shrub plantings will be permitted in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited. Notwithstanding the foregoing limitations, each Owner shall remove and replace dead or diseased trees within such Owner's Lot. If the tree being replaced was planted by the Owner or his or her predecessor as to the Lot, then the Owner must replace the tree with a comparable size and type of tree. If the tree being replaced existed on the Lot at the time of the initial construction of the Residence, then the Owner must replace the tree with a tree of at least four (4) inch caliper at breast height. Any question as to the type of tree to be planted to replace a dead or diseased tree must be directed to, and approved by the Design Review Committee. This section shall not be interpreted or applied in a manner that would prohibit an Owner from implementing xeriscape or Florida-friendly landscaping, as defined in Section 373.185, Florida Statutes, as amended from time to time.

b. Irrigation. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot which shall be installed by the Owner at its expense. Irrigation water for Lots shall be supplied by a water system (whether reclaimed, well or otherwise) constructed or caused to be constructed by Developer as part of the Work. No Owner shall dig, drill or maintain a well on a Lot. Such prohibition shall not prohibit Developer from installing and maintaining wells anywhere within the Property.

6. Permits and Restrictions. The Property has been developed in accordance with requirements of the Development Agreements, the Zoning Ordinance and the SWFWMD Permits. By acceptance of title to its Lot, each Owner agrees to comply with all terms and conditions of the foregoing. The Association has the obligation with respect to certain of such matters to assure that the terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating any terms or provision of any of the foregoing. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SWFWMD.

All Owners of Lots shall, by acceptance of title to the Lot be deemed to have assumed the obligation to comply with the requirements of the SWFWMD Permits as such relate to the Lot. Except as required or permitted by the SWFWMD, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or adjacent areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the ACOE or SWFWMD, unless and until such activity is authorized by or exempt from the requirements of ACOE and SWFWMD. In the event that a Lot Owner violates the terms and conditions of the SWFWMD Permits

and for any reason the Developer or the Association is cited therefor, the Lot Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation. Unless first approved by the Design Review Committee and SWFWMD, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the Association from, on or across any Lot, Common Area or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Area.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Office.

No Owner of a Lot or other property within the Project may construct or maintain any building, Residential Unit, or structure, or undertake or perform any activity in any portion of the Surface Water or Stormwater Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the SWFWMD Permits and recorded Plat or Plats of the Project, unless prior approval is received from SWFWMD's Brooksville Office, Regulation Department. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water or Stormwater Management System.

Each Owner within the Project at the time of construction of a building, Residential Unit, or structure shall comply with the construction plans for the Surface Water or Stormwater Management System approved and on file with SWFWMD.

7. Conservation Areas. The Property includes certain Conservation Areas as required by the Conservation Easements and as designated on Plats within the Project. Each Owner, by acceptance of title to its Lot, acknowledges that such Conservation Areas have been created in compliance with the Zoning Ordinance and the Conservation Easements to provide for the perpetual restriction and maintenance of such areas to promote habitat preservation and to protect environmental resources within the Development in accordance with, and subject to the terms of the Conservation Easements. All such Conservation Areas are intended to be owned in fee simple by the CDD, and maintained by the CDD. The Developer and the Association shall have the right to enter into agreements with the CDD for the Association to provide to the CDD such maintenance

operations as the Developer and the Association deem appropriate for the benefit of the Owners within the Project. Each Owner, by acceptance of title to its Lot, acknowledges that the CDD is required to, and will conduct certain maintenance activities within the Conservation Areas from time to time, and each Owner agrees not to impede the same. Each Owner, by acceptance of title to its Lot, acknowledges and agrees that the Conservation Areas may be utilized only in such manner as permitted by the conservation easements established by the Plats within the Property, by the Conservation Easements, or as permitted by this Declaration, and for no other purposes. Each Owner, by acceptance of title to its Lot, acknowledges that the Conservation Easements may be enforced directly by the grantees thereunder and SWFWMD, in addition to the enforcement rights of the Developer and the Association created by this Declaration. The Conservation Areas may not be utilized for development of any building sites and must, to the extent practicable, be left in their natural state. No Owner shall clear any Conservation Area, dump any materials into any Conservation Area, plant any nuisance or exotic species in or adjacent to any Conservation Area, or otherwise modify its natural state. The Conservation Areas may be integrated by the Developer or the CDD into the Project for use as natural conservation and/or passive park areas, and may be utilized for nature trail, bicycle, jogging, or other pedestrian trails, natural-resource-based community recreation areas, or other passive recreational purposes as may be determined appropriate by the Developer or the CDD. The Developer reserves the right to provide for road and access crossings through Conservation Areas pursuant to the terms of the Conservation Easements, and to otherwise make use of the Conservation Areas as permitted by the Development Agreements. Further, each Owner shall utilize Conservation Areas only in such manner as may be permitted from time to time by the CDD or the Developer, and in no other manner and for no other purpose.

8. Fences and Walls.

a. General. Except as to items initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Design Review Committee. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. In any event, no fences or walls will be permitted within any Conservation Areas or in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas.

b. Property Boundary Fence. Without the prior written approval of the Developer, the Property Boundary Fence, as described in Article III, Section 4 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

c. Preservation of Easement Rights. No fence, wall, or other improvement that interferes with exercise of the easement rights set forth on any Plat or in this Declaration may be constructed, installed or maintained in these easement areas except by the Developer. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, or the grantee of the easement.

9. Setback Lines. To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, the Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with zoning regulations and the Zoning Ordinance.

10. Parking Restrictions and Garages.

a. Parking. No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired anywhere within the Property, except that functional passenger automobiles, vans, motorcycles, and commercial or non-commercial trucks of one (1) ton capacity or less and law enforcement passenger vehicles (collectively "Permitted Vehicles") may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer. Commercial vehicles or any Permitted Vehicles with advertising thereon in excess of one (1) ton capacity shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty-eight (48) hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph. The foregoing restrictions shall not prevent the parking and temporary storage of any commercial vehicles utilized by a Builder and its subcontractors, suppliers, laborers, agents and employees, and shall not apply to the Club Property.

b. Garages. All Residential Units must be constructed with a garage (attached or detached) which shall contain at least two (2) standard size parking places usable for parking vehicles, unless otherwise authorized by the Design Review Manual. All garages must have electric door openers which shall be maintained in a useful

condition and shall be kept closed when not in use. No garage shall be permanently enclosed or converted to another use.

c. Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the Developer as part of the plans and specifications for the Residential Unit.

11. Antenna Systems. No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria established by the Developer and reviewed by the Design Review Committee regarding location and screening which do not unreasonably interfere with signal reception.

12. Occupancy and Leasing Restrictions.

a. Occupancy. Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire (but not portions of) Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests.

b. Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. Rentals of less than thirty (30) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. No more than three (3) leases may be executed for a Residential Unit during any twelve (12) month period based on the date of commencement of the lease. In the event that a tenant desires to extend its lease period, such extension period shall not be less than thirty (30) consecutive days. Notwithstanding the foregoing, differing leasing options may be permitted for Club Villas and other attached Residential Units, as determined by the Developer and the Association from time to time. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that (i) the tenants comply with any and all policies, rules and regulations of the Association, and (ii) the Owner assigns to such tenant and relinquishes its right to use the Common Areas during the lease term. In addition, such tenants may use the Owner's membership in the Club as provided for in the Club Membership Plan.

c. Compliance. All tenants shall be subject to the terms and conditions of the Legal Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, and the occupants, or persons living with Owner or with his lessee to comply with the Legal Documents and the rules and regulations promulgated thereunder. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the Legal Documents, the Board shall have the power to bring legal proceedings against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Special assessments may be levied against the Lot for such amounts.

13. Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. "Common household pets" means dogs, cats, domestic birds, and fish. Dogs must be kept on a leash or within enclosed areas at all times. The Association may establish a maximum number of pets that may be kept on a Lot.

14. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Residential Units, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

15. Potable Water and Sewage Systems; Wells. All potable water and sewage facilities and service to the Property shall be supplied by the public water supply and sewage system installed by the City of Brooksville, or by the Developer or any CDD as part of the Work. Except for wells installed by Developer, the Club Owner or any CDD, no well of any

kind shall be dug or drilled on the Property. Developer, for itself, the CDD and the Association, reserved the right to dig and drill wells within the Property and to utilize well water for irrigation purposes. No septic tank may be constructed on any Lot, and no wastewater may be discharged on the open ground or into the lakes.

16. Natural Gas. The Developer intends to enter into an agreement with a provider of natural gas to provide natural gas to the Project for use within the Residential Units. Each Owner shall cause energy efficient gas appliances to be installed in their Residential Units in accordance with the requirements of the Design Review Manual, failing which the Owner shall pay Developer for any penalty incurred for the Owner's failure to install such appliance in the amount and on the terms set forth in the Design Review Manual.

17. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only in accordance with the reasonable standards adopted from time to time by the Design Review Committee and with such Committee's approval. Such devices may not be installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

18. Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

19. Signs, Mailboxes, Banners and Flags. No signs or flags of any kind shall be displayed to public view within the Property, except (a) customary address signs and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent which complies with the regulations of the Design Review Committee, (b) flags permitted by Section 720.304(2), Florida Statutes, as may be amended, and (c) security signs as permitted by Section 720.304(6), Florida Statutes, as may be amended. All signs permitted by this subsection must be approved by the Developer (as to initial construction or address signs) or the Design Review Committee as to size and design. The size, design and color of all mailboxes and the supporting structures must be approved by the Developer and must comply with Postal Service regulations and the Design Review Manual. Each flag permitted by this section shall be displayed in accordance with Regulations established by the Design Review Committee, from time to time. No banners or flags other than permitted by this section may be displayed on a Lot, except as permitted by the Regulations or, as to a Builder, as approved by the Developer in the case of initial construction, model homes, and "spec" homes.

20. Window Treatments and Air Conditioners. No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the

Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

21. Security Alarms. Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes.

22. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Residential Unit or the Common Area, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners. The construction of a Residential Unit, related Lot clearing and grading, and all other activities or uses by a Builder pursuant to Article XII, Section 8 of this Declaration shall not be considered a nuisance or an unreasonable annoyance.

23. Non-Age-Restricted Project. Each Owner, including each Builder and Subdivision Developer, acknowledges, by accepting title to any Lot within the Project, that the Project will not be an age-restricted community, and that no Person has the right to establish the Project or any portion thereof as, or convert the Project or any portion thereof into, an age-restricted community. This provision only shall not be amended without the prior written consent of the developer or master homeowners' association of the age-restricted development located in the real property abutting the southwesterly boundary of the Development, which consent shall be recorded in the public records of Hernando County, Florida.

24. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has reasonably adequate insurance in force. Collection of such proceeds is at

the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section.

## ARTICLE V

## MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot is a Member of the Association and is entitled to one (1) membership for each Lot owned, except as provided in Article V, Section 5. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

2. Classification. The Association has two (2) classes of voting membership:

   a. Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

   b. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot and proposed Lot owned by Developer within the Project. The provisions of Article VI of the Declaration exempting portions of the Property owned by the Developer from the Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots within all phases of the Project have been conveyed to Owners other than Developer; (ii) fifteen (15) years from the recording date of this Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

3. Transition of Control. Any other provision of this Article to the contrary notwithstanding, Owners other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board not later than the earliest of the events specified in Section 2.b., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Project. After Developer

relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

4. Co-Ownership. If more than one Person holds the record fee simple title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing. If title is held by a corporation, partnership, limited liability company, or trust, then any officer, partner, manager, trustee or attorney in fact shall have the authority to vote on behalf of that entity.

5. Multiple Lots. Any Owner having fee title to one or more contiguous Lots may elect to keep such Lots separate or consolidate them. Any Owner may consolidate contiguous Lots by recording in the Public Records a written declaration stating that the Owner, for himself, his assigns, heirs and successors in title to such Lots, shall forever keep such Lots consolidated and united, and never sell or otherwise transfer such Lots except as so consolidated and united, nor construct upon or use such Lots for more than one (1) Residential Unit. Such written declaration shall provide that it may not be amended, modified or terminated without the written consent of the Association. If such Lots are consolidated as provided in this section, and the Owner provides a copy of the recorded declaration to the Association, then such Owner shall have one (1) vote as to all such Lots (and not as to each Lot), and all such Lots (rather than each Lot) shall be subject to one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration. If any Owner of one or more contiguous Lots does not so consolidate such Lots, then such Owner shall have one (1) vote for each Lot, and each Lot shall be subject to one (1) Annual Maintenance Assessment and one (1) of each of the other Assessments provided for in this Declaration as if each Lot were owned by a different Owner.

6. Inspection of Records. All books, records, and papers of the Association (except those which are not accessible pursuant to Section 720.303(5), Florida Statutes, as may be amended) will be open to inspection and copying during reasonable business hours within ten (10) days after receipt of a written request by any Owner and by Developer, so long as Developer is a Member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and Bylaws must be available for

inspection by any Owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

7. Extraordinary Action. The Association's Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the Members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

8. Amplification. The Members of the Association shall elect the Board of the Association, who shall manage the affairs of the Association. The Board shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or Bylaws to the contrary.

## ARTICLE VI

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. Common Area.

   a. General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, and any delegation of obligations to the CDD made by the Developer or the Association, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall maintain the Common Areas and all landscaping and personal property located on the Common Areas in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

   b. Roadways. Pursuant to the Zoning Ordinance, the Developer has the right to cause all roadways within the Project to be maintained as private roadways with gated access to the Project. All roadways and rights-of-way within the Project

shall be owned by the Association as Common Areas. Subject to obtaining any necessary permits therefor, the Developer intends to construct and install gates, guardhouses, and associated systems and facilities as the Developer deems appropriate for the Project. The same shall be Common Areas to be maintained by and at the common expense of the Association. Any gates, gatehouses or guardhouses so installed may be modified or removed, from time to time, by the Developer and, after turnover of control, by the Association, to the extent required by law. Notwithstanding such private roadways and gated access, each Owner, by acceptance of its deed to its Lot, acknowledges that City of Brooksville and Hernando County Police have the right and may regulate and monitor speeding on such roadways and that public and private utility providers and emergency vehicles will have access to the Development and the right to use such roadways pursuant to each Plat, this Declaration, and in accordance with all laws.

c. Insurance. The Association shall keep any insurable improvements located on the Common Areas or Common Maintenance Areas if the improvements are owned by the Association, if any, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board, but not less than $1,000,000.00 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

2. Common Maintenance Areas. The cost of maintaining, repairing or replacing any Common Maintenance Areas designated as such by the Developer, the Association or this Declaration and the improvements and personal property located thereon, shall be a common expense of the Association payable by all Lot Owners as set forth herein.

a. Lake Maintenance. Pursuant to agreement with the CDD, the Association may maintain the lakes and ponds that are a part of the Surface Water Management System, whether owned by the Association or the CDD, in accordance with applicable permits and governmental requirements, notwithstanding that a portion of any lake or pond may be located within one or more Lots. Subject to the rights of the Developer, the City of Brooksville, Hernando County, the CDD, and other governmental authorities, the Association, pursuant to agreement with the CDD,

may assume the responsibility to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes. The provisions of this paragraph do not supersede the provisions of Article VIII hereof that require Owners of Lots bordering on or encompassing lakes to maintain the lake shoreline located adjacent to their Lot. The Association may also maintain, pursuant to agreement with the CDD, those portions of the Development designated by applicable permits as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. Nothing in this Declaration shall prohibit the Developer, for itself or the Association, or any CDD from drawing upon lakes within the Property for irrigation purposes or for installation and maintenance of wells within the Property, and the granting of rights to the Club Owner and Club Operator for use of such lakes and wells for irrigation purposes.

b. Surface Water Management. Pursuant to agreement with the CDD, the Association may operate and maintain the Surface Water or Stormwater Management System in accordance with the permits issued by the Florida Department of Environmental Protection, SWFWMD, and the ACOE and all regulations or conditions applicable thereto, including all lakes, littoral areas, retention areas, drainage easements, "Private Easements" shown on a Plat, control structures, underdrains, culverts and filtration systems, except to the extent of each Lot Owner's maintenance obligations under Article VIII. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. Any repair or reconstruction of the Surface Water Management or Stormwater System shall be as permitted, or if modified, as by prior written approval of the SWFWMD. All maintenance obligations of the Surface Water or Stormwater Management System of the Association shall be performed as ordered by the Board, and the cost of such maintenance incurred by the Association pursuant to this paragraph, shall be a common expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration. Any modification of the Common Areas that would adversely affect the Surface Water or Stormwater Management System must have the prior written approval of SWFWMD.

c. Landscaped and Grassed Areas. The Association shall maintain, repair and replace all landscaping and grassed areas: (i) within all rights-of-way within the Project; (ii) at the entranceway to the Property; (iii) on or about lift station sites or other utility parcels within the Property; (iv) in areas designated on the Plat(s) as landscaped areas; and (v) in areas which have been designated as Common Maintenance Areas by the Developer, except such portions of the aforesaid areas

to be maintained by Lot Owners under the provisions of Article VIII hereof. The foregoing shall include all sprinkler systems, pumps and other related improvements installed by Developer in such areas.

d. Golf Course Zone. The Project is benefited by significant natural amenities and features. In the interest of maintaining such natural features, it is the intent of the Developer that landscaping within the Golf Course Zone for each Golf Course Lot be limited to maintenance of such natural amenities after the initial underbrush clearing and other landscaping that may be required or approved by the Design Review Committee for such Lot. Notwithstanding anything contained in this Declaration to the contrary, from and after an Owner's completion of a Residential Unit, clearing and maintenance in the associated Golf Course Zone shall be maintained by the Association at such Golf Course Lot Owner's expense. After the completion of the approved landscaping plan for such Golf Course Lot, the Owner shall not install any additional landscaping within the Golf Course Zone. The Association, in its sole discretion, shall determine the type and extent of maintenance required for the Golf Course Zone. Such maintenance will consist primarily of placing pine straw in such area annually to control underbrush growth. The cost of such maintenance will be assessed directly against such Golf Course Lot as a Golf Course Lot Assessment in accordance with Article VII, Section 6 of this Declaration. The Developer hereby reserves for the benefit of the Association an easement for ingress, egress and landscaping installation and maintenance over, upon and through the Golf Course Zone and such portions of the Golf Course Lots as reasonably necessary to access the Golf Course Zone throughout the Project for the purpose of enabling the Association to satisfy its obligations under this subsection.

e. Open Space. Any areas provided as Open Space, whether also constituting Conservation Areas, lakes, preserve areas or otherwise, in satisfaction of the open space requirements set forth in the Zoning Ordinance, shall constitute Common Areas or Common Maintenance Areas, as applicable, and shall be maintained by the Association or the CDD in a manner so that its use and enjoyment as open space will not be diminished or destroyed. No development of any areas designated as satisfying the open space requirements of the Zoning Ordinance shall be developed except as permitted by the Zoning Ordinance and the Law.

f. Signage. The Association shall maintain any signage within the Property installed by Developer, identifying the Project and the various subdivisions therein.

g. Street Lights. Developer, the CDD, the City of Brooksville, or Hernando County may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU") or otherwise provide for construction, operation or maintenance of street lighting

or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Association for subsequent Assessments to the Owners and Lots. Unless a MSTU/MSBU is established for the purpose of maintaining and paying for street lights within the rights-of-way within the Project, the Association shall maintain, repair and replace and pay the electric charges for the street lights located within the rights-of-way installed by Developer as part of the Work.

h. Recreational Vehicle, Boat and Other Storage Areas. If the Developer or the Association designates any areas for the storage of recreational vehicles, boats or other items, then such areas shall be Common Maintenance Areas to be maintained by the Association as a common expense. The Developer or the Association, as applicable may charge additional fees to Owners using such storage areas to offset the costs of maintaining such areas as determined by the Developer or the Association.

3. Services.

a. General. The Association may obtain and pay for the services of any Person (including the Developer and the CDD) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Areas or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

b. Connected Community. The Declarant reserves the right, and the Association is authorized and empowered, to enter into agreements or to assume agreements with the providers of intranet, Internet, television and radio telecommunications, and/or security services for the Lots and the Common Areas within the Property. Also, the Declarant reserves the right, and the Association is authorized and empowered to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a common expense and shall be charged to each Owner as part of the Services Assessment in addition to, and not included in the Annual Maintenance Assessments. Each Owner by acceptance of the deed to his Lot, subject to the terms of the Declaration, shall be deemed to have acknowledged the

benefits to his Lot derived from any such agreement and to pay all charges thereunder applicable to his Lot whether or nor such Owner uses such services. The Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to enforce adequate performance under such agreement for the benefit of the Owners. If a bulk service contract is entered into, then the provision of additional premium services to each Lot shall be determined by each individual Owner, and the cost of such additional premium services shall be borne directly by such individual Owner. If any service contract entered into does not provide for bulk services, then the scope and cost for services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Further, to the extent that any easements for the installation and maintenance of such service facilities are required over any Lot to provide services to the Residential Unit to be constructed on such Lot, then the Builder of such Lot shall grant to the service provider with whom the Developer or the Association has entered into a written agreement any such easements as are reasonably required by such service provider.

THE DEVELOPER MAY CONTINUE TO CONTROL AND RECEIVE REVENUE FOR THE SYSTEMS AND SERVICES DESCRIBED IN THIS SUBSECTION AFTER CLASS B MEMBERSHIP TERMINATES IN THE ASSOCIATION AND THE DEVELOPER HAS RESIGNED FROM THE BOARD. FURTHER, THE DEVELOPER SHALL HAVE THE RIGHT TO RECEIVE COMPENSATION FROM THE PROVIDERS OF COMMUNITY SYSTEMS FOR PERMITTING THE SAME TO BE LOCATED IN AND USED AT THE PROJECT, INCLUDING, WITHOUT LIMITATION, THE LOT OWNERS, AND SUCH COMPENSATION SHALL BE CONTINUED TO BE PAID TO THE DEVELOPER BY SUCH PROVIDER SUBSEQUENT TO ANY TRANSFER TO THE ASSOCIATION, THE SALE OF ALL THE LOTS, OR ANY OTHER EVENT.

c. Reclaimed and Well Water. Developer intends to install or cause to be installed a reclaimed water system within the Property in accordance with the terms of the Development Agreements, which system will then be maintained by the City. Pursuant to the Development Agreements, the Project is required to take certain amounts of reclaimed water for irrigation use in consideration for sewer capacity being made available to the Project. Until reclaimed water becomes available, the Developer and/or the Association may distribute well water within the Property from wells owned by the Developer and/or the Association. Each Owner and the Club Owner shall be required to use reclaimed water or well water, as applicable, for irrigation in lieu of potable water to the extent that such water is made available to the Lots and/or the Club Property, respectively. Neither the Developer, the Association nor any CDD makes any representation or warranty as

to the quantity of reclaimed or well water that will be available to Lots or the Club Property from time to time. Each Residential Unit and the Club Facilities shall be constructed with an underground irrigation system including a backflow device in compliance with the Development Agreements and the Design Review Manual. The Association shall be responsible for monitoring, metering and controlling the use of reclaimed and/or well water within the Project, including creating and enforcing an irrigation schedule, and maintaining such water distribution system as a Common Maintenance Area of the Association. The Association may charge Owners for the reclaimed and/or well water which will be drawn from lakes within the Community, and the cost of providing such monitoring, operational and collection services to the Project. Any charges imposed by the Association for reclaimed and/or well water shall be part of the Services Assessment, but no charge shall be imposed as to a Lot until a certificate of occupancy is issued for the Residential Unit constructed thereon. BY ACCEPTANCE OF TITLE TO ITS LOT, EACH OWNER ACKNOWLEDGES THAT RECLAIMED WATER CONSISTS OF TREATED EFFLUENT WHICH MAY BE ODOROUS AND MAY PRESENT CERTAIN HEALTH RISKS IF CONSUMED BY PEOPLE OR ANIMALS, ASSUMES THE RISK THEREOF, AND RELEASES THE DEVELOPER, THE ASSOCIATION AND THE CDD FROM ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES TO PERSON OR PROPERTY ALLEGEDLY ARISING FROM THE PRESENCE AND USE OF RECLAIMED WATER WITHIN THE PROJECT, AND THE CONSUMPTION THEREOF. NEITHER DEVELOPER, THE ASSOCIATION NOR THE CDD SHALL BE LIABLE TO ANY OWNER OR THE CLUB OWNER OR CLUB OPERATOR FOR ANY INTERRUPTION IN IRRIGATION SERVICE, THE QUALITY OF IRRIGATION WATER, THE SOURCE OF IRRIGATION WATER, ANY STAINS OR DISCOLORATION CAUSED BY THE USE OF RECLAIMED WATER, OR ANY DAMAGE TO THE LANDSCAPING OR SOD ON ANY LOT, THE COMMON AREA OR THE CLUB PROPERTY CAUSED BY PROVIDING OR NOT PROVIDING IRRIGATION SERVICE. The Developer, the Association or the CDD may post signs or provide other notification of the source of irrigation.

4. Regulations. The Association is empowered from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property and the Common Areas so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board and may be amended by a majority vote of the Board. For so long as Developer owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the

scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's Regulations for the use of the Property and at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

5. Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

6. Access by Association. The Association has a right of entry on to all portions of the Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

7. Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of the Owners present in person or by proxy and voting at a meeting duly convened for such purpose, and by the Developer so long as there is a Class B membership.

## ARTICLE VII

## COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any Assessments or other charges established and levied pursuant to the terms of this Declaration, including, without limitation, the Annual Maintenance Assessment, the Services Assessment, the Golf Course Lot Assessment, the Initial Reserve Assessment, the Improvement Reserve Assessment, any Neighborhood Assessments and the Club Charges. Assessments shall be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from the date due until paid at the highest lawful rate and costs of collection thereof, including reasonable attorneys' fees, shall be the personal obligation of the Owner of the Lot at the time the Assessment was made. In addition, the Assessments against Lots shall be secured by a lien in favor of the Association as set forth herein. No Owner of a Lot may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or common services, the Club Facilities (as to the Club Charges) or abandonment of his Lot.

2. Exempt Property. The following property shall be exempt from the Assessments, charges and liens created herein: (a) Common Areas; (b) lands owned by Developer which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (c) lands dedicated to the City of Brooksville, Hernando County, the CDD, or other governmental authority, any utility company or the public; (d) the Club Property, including the Golf Course; and (e) Lots owned by Developer during the period of time that Developer subsidizes the Common Expenses of the Association pursuant to Article VI. No other land or improvements in the Property shall be exempt from these Assessments, charges or liens. No Owner may avoid Assessment obligations by virtue of non-use of the Common Areas or abandonment of the Common Areas.

3. Annual Maintenance Assessments.

   a. General. The Annual Maintenance Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas, the payment of any cost sharing or other agreements to which the Association is a party, and for the performance of the Association's duties under the Legal Documents. The Annual Maintenance Assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under

the Legal Documents and pursuant to Law, including the maintenance of any maintenance reserve accounts established by the Board. The Board of the Association shall determine Annual Maintenance Assessments in accordance with the provisions of this Article to meet the projected financial needs of the Association. Subject to paragraph b., of this Section, the Board's decision as to the amount of the Annual Maintenance Assessment and manner of collection shall be dispositive. The Board shall determine the date of commencement, the amount of the Assessments, and any payment schedule for each fiscal year. Unless later changed by the Board, the Annual Maintenance Assessments shall be paid in advance in four (4) equal quarterly installments. The Board shall prepare or cause to be prepared a roster of the Owners and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours.

b. Amount.

i. Until January 1, 2006, the maximum Annual Maintenance Assessment shall be Seven Hundred Dollars ($700.00) for each Lot. The Board may fix the Annual Maintenance Assessment pursuant to the limitations set forth in this Declaration.

ii. Commencing with the fiscal year beginning January 1 of the year immediately following the recording date of this Declaration and each year thereafter, the Board, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum Annual Maintenance Assessment for the following year provided that the maximum Annual Maintenance Assessment may not be increased more than fifteen percent (15%) above the maximum Annual Maintenance Assessment for the previous year unless approved by two-thirds (2/3) of the Members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

iii. The Board shall cause a copy of such budget and notice of the amount of the Assessments to be levied on each Lot for the coming year to be delivered to each Owner of a Lot at least sixty (60) days prior to the beginning of each fiscal year. Such budget and Assessment shall become effective upon adoption by the Board. In addition to Assessments based on the budget of current expenses, the Board may levy Assessments to cover Assessments for unanticipated or unbudgeted expenses. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the

adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Assessment from the beginning of the year at the time the next quarterly installment is due

c. Rate of Assessment. Lots shall be assessed uniformly in the amount determined by the Board from time to time in accordance with this Article.

d. Commencement of Annual Maintenance Assessment. The Annual Maintenance Assessment will begin to accrue on January 1, 2005, provided, however, that the first Owner of each Lot shall pay the portion of the Annual Maintenance Assessment attributable to the first quarter of 2005 at the closing of the purchase of such Lot. From and after January 1, 2005, the Annual Maintenance Assessment begins to accrue as to all Lots within the Property on the first day of the month following conveyance of the first Lot to an Owner other than Developer. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Maintenance Assessment begins to accrue against all Lots within such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending the operation of the Declaration to all or part of such additional lands. The first Annual Maintenance Assessment against all Lots shall be prorated according to the number of months then remaining in the fiscal year. The first Annual Maintenance Assessment against any parcel shall be prorated according to the number of months then remaining in the fiscal year.

4. Services Assessment. In addition to the Annual Maintenance Assessment, each Lot shall be subject to a services assessment ("Services Assessment") that will include (a) the fees and charges associated with providing reclaimed or well water to the Project, which shall commence as to each Lot at the time of issuance of the certificate of occupancy for the Residential Unit constructed on such Lot, (b) bulk cable, internet and other telecommunication fees established by an agreement between the Association and a provider, which fees shall commence as to each Lot at the time of issuance of the certificate of occupancy for the Residential Unit constructed on such Lot, and (c) such other bulk or other service arrangements entered into by the Developer or the Association.

5. Golf Course Lot Assessment. In addition to all other Assessments, each Golf Course Lot shall be assessed, on a uniform basis, for the amounts associated with the Association's maintenance of the Golf Course Zone in accordance with the provisions of this Declaration ("Golf Course Lot Assessment"). The Golf Course Lot Assessment shall begin to accrue as to each Lot upon issuance of the certificate of occupancy for the Residential Unit constructed on such Lot.

6. Initial Reserve Assessment. At the closing of the sale of each Lot by the Developer to an Owner other than a Builder, or at the closing of the sale of each Lot by a Builder to the first homebuyer of a Residential Unit, the homebuyer shall pay an initial reserve Assessment in an amount equal to three (3) months of the Annual Maintenance Assessment then in effect ("Initial Reserve Assessment"). After the one-time Initial Reserve Assessment has been paid as to a Lot in the Property, subsequent purchasers of such Lot shall not be required to pay the Initial Reserve Assessment. So long as the Class B membership is in existence, the Initial Reserve Assessment shall be used solely to maintain adequate reserve accounts to ensure the availability of funds for any and all expenses upon transition of control of the Association. At such time as the Class B membership is converted to Class A membership, the Association shall have the right to use the amounts collected from the Initial Reserve Assessment to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law, including the maintenance of adequate reserve accounts.

7. Improvement Reserve Assessment. At the closing of each resale of each Lot in the Property by an Owner, other than a Builder, to a homebuyer, the homebuyer shall pay to the Association a reserve contribution in an amount equal to three (3) months of the Annual Maintenance Assessment then in effect ("Improvement Reserve Assessment"). The Improvement Reserve Assessment collected at each closing of each resale of a Lot by an Owner, other than a Builder, shall be used to maintain adequate reserve accounts to ensure the availability of funds for any and all expenses upon transition of control of the Association. At such time as the Class B membership is converted to Class A membership, the Association shall have the right to use the amounts collected from the Improvement Reserve Assessment to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law, including the maintenance of adequate reserve accounts.

8. Neighborhood Assessments. In addition to the Annual Maintenance Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or Neighborhood Supplement or written agreement specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or the Owners of Lots in such Neighborhood authorize same by a majority vote. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Expenses incurred for the benefit of a particular Neighborhood shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment irrespective of the benefit as to any particular Lot. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood

Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year. Such budget and Assessment shall become effective upon adoption by the Board. In addition to Neighborhood Assessments based on the budget of expenses on behalf of a Neighborhood, the Board may levy Neighborhood Assessments to cover Assessments for unanticipated or unbudgeted expenses benefiting the Neighborhood. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next quarterly installment is due.

9. Club Charges. Pursuant to separate collection agreement that has been or will be entered into by and between the Association and the Club Operator, the Club Operator has engaged the services of the Association to collect from each Lot Owner the dues associated with the Sports-Social Membership (as defined in the Club Membership Plan) in the Club required to be maintained by each Lot Owner (as discussed in more detail in Article X of this Declaration). Pursuant to the terms of the Club Declaration, the annual dues associated with the Sports-Social Membership in the Golf Club shall commence as to each Owner on the date of the conveyance of title of a Lot to an Owner from Developer or a Builder unless waived or otherwise agreed to in writing by the Owner; provided, however, that no Club Charges shall accrue until the earlier of the spa and fitness center facilities or the Golf Course being opened by the Club Operator, in its sole discretion, for use by Owners. At such time, the annual dues associated with Sports-Social Membership in the Club shall be Nine Hundred Sixty Dollars ($960.00) per year until January 1, 2008. Thereafter, the Club Operator may increase the annual dues associated with the Sports-Social Membership by up to fifteen percent (15%) per year, as more particularly set forth in the Club Declaration. The annual dues associated with the Sports-Social Membership in the Club, and any other dues, fees and charges that the Club Operator requests the Association collect from Lot Owners (such as fees for spa services, private lessons and similar services), shall constitute the "Club Charges" under this Declaration. The Club Charges shall not be included in any budget of the Association, and shall be in addition to any other Assessments to be charged and collected by the Association under this Declaration. Pursuant to the Club Declaration and the terms of this Declaration, the Club Charges are and shall constitute a lien against each Owner's title to his or her Lot, which lien may be enforced directly by the Club Owner and/or the Club Operator, or, at the direction of the Club Owner or Club Operator pursuant to the terms of the collection agreement, by the Association pursuant to the Association's powers of lien enforcement set forth in this Declaration. In any event, the lien of the Club Charges shall be subordinate to the lien of any other Assessments charged by the Association pursuant to the terms of this Declaration, and all such other Assessments

shall be prior to the lien of the Club Charges, notwithstanding the order in which the Club Declaration and this Declaration are recorded in the Public Records. Notwithstanding the foregoing, no Builder shall be responsible for any Club Charges.

10. Maintenance Reserves. The Board may annually prepare a maintenance reserve budget which shall take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a maintenance reserve budget is established, the Board shall set the required maintenance reserve contribution, in an amount sufficient to permit meeting the projected needs of the Association, as shown on the maintenance reserve budget, with respect both to amount and timing of Annual Maintenance Assessments over the period of the budget. The maintenance reserve contribution required shall be fixed by the Board and included within and distributed with the budget.

IF MAINTENANCE RESERVES ARE ESTABLISHED, DEVELOPER SHALL BE UNDER NO OBLIGATION TO FUND OR PAY THE MAINTENANCE RESERVE CONTRIBUTIONS. NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF MAINTENANCE RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS.

11. Special Assessments. The Association may levy special Assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such Assessment is approved by the Developer, for so long as Developer is a Member of the Association, and two-thirds (2/3) of those Members present in person or by proxy and voting at a meeting duly convened for such purpose.

12. Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Lot Owner for his proportionate amount thereof (based on Annual Maintenance Assessments). At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the Annual Maintenance Assessment described above. Each year the Board shall determine after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount. The Club Property is not subject to Assessments under this Section.

13. Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

14. Uniformity of Assessments. The Annual Maintenance Assessment and any special Assessments for the Common Areas against all Lots within the Property must be uniform, except that any Lots owned by Developer shall be exempt from Assessments; provided that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Lot Owners other than Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. Notwithstanding the foregoing, the Developer shall be under no obligation to fund or pay the Initial Reserve Assessment or the Improvement Reserve Assessment. The Developer may cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this Section when Developer is no longer entitled to elect a majority of the Board, or at any time following thirty (30) days notice to the Association of Developer's election to cease paying such deficits, whichever first occurs. Following cessation of funding of the deficit, the Developer shall pay an Annual Maintenance Assessment amount attributable to any Lots then owned by Developer at one-half (1/2) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of Assessment imposed under the provisions of this Article. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such lands shall be assessed in the applicable amount established against other Owners, prorated as of, and commencing with, the month following the date of transfer of title, except as otherwise provided herein.

15. Consolidated Lots. Notwithstanding any provision of this Article to the contrary, if two (2) or more contiguous Lots are consolidated in the manner specified in Article V, Section 5, then all such Lots (rather than each Lot) shall be subject to one (1) Annual Maintenance Assessment and one (1) each of the other Assessments provided for in this Declaration.

16. Certificate of Payment. The Association or any management company engaged by the Association to handle the day-to-day operations of the Association, shall furnish to any interested Person a certificate signed by an officer of the Association, or representative of the management company, setting forth whether Assessments against specific lands have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate

of the Association or the management company, as applicable, as to the status of Assessments is binding on the Association as of the date of issuance.

17. Lien for Assessments. All sums assessed to any portion of the Property, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien which is hereby reserved for the benefit of the Association and which shall be enforceable through appropriate legal proceedings. The Association may record a notice of lien signed by an officer of the Association against any portion of the Property when any Assessment is delinquent. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such portion of the Property when the Assessment fell due. The personal obligation for delinquent Assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

18. Remedies of the Association.

a. Personal Obligation. Any Assessment not paid within thirty (30) days after its due date shall be delinquent and shall bear interest from the due date, at the rate established from time to time by the Board, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such Assessment, or foreclose its lien against the Owner's property. No Owner may waive or otherwise escape liability for the Association's Assessments by nonuse of the Common Areas or by abandonment of such Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

b. Foreclosure. The Association's lien against Lots may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any Assessments against his property that become due during the period of foreclosure. All such costs and expenses and Assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the property foreclosed, or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

19. Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the Assessments established by this Article

are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

20. Subordination of Lien. The lien for the Assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any portion of the Property does not affect the Assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the Assessment lien as to payment that became due before such sale or transfer, unless such Assessment was secured by a claim of lien for Assessments that is recorded prior to recording of said First Mortgage. Any Assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for Assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee any Assessments remaining unpaid for more than thirty (30) days and shall give such First Mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect Assessments.

21. CDD Assessments. Developer anticipates establishing one or more CDDs for the purposes of financing the improvement of certain master infrastructure associated with the Development and certain portions of the Common Areas, and to maintain certain master infrastructure, portions of the Surface Water or Stormwater Management System, the Conservation Areas, and to provide certain other functions, from time to time, benefiting the entire Development. In connection with the establishment of the CDDs, assessments and fees may be assessed against the Lots or Common Areas, in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the applicable CDD, or its designated representative, any assessments and fees created by the documentation establishing such CDD. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to any CDD or to subject the Property, or any portion thereof, to the documents establishing any CDD. Further, the Developer shall have the right to cause the Association to enter into agreements with any CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which the CDD has an interest. Notwithstanding the limitations on Assessments imposed on Lots consolidated in accordance with Article V, Section 5 of this Declaration, each such Lot shall be subject to separate assessments made by any CDD in accordance with the CDD documents establishing such assessments, including the applicable assessment methodology.

## ARTICLE VIII

## OBLIGATIONS OF OWNERS

1. Initial Lot Clearing. In addition to any other restrictions imposed by this Declaration or the Design Review Manual, each Owner of a Golf Course Lot shall be responsible for the initial clearing and any required landscaping of the Golf Course Zone associated with such Golf Course Lot. Thereafter, the Association shall maintain the Golf Course Zone at such Golf Course Lot Owner's expense, at a uniform rate among all Golf Course Lot Owners in accordance with Article VI.2.d. of this Declaration.

2. Maintenance. Each Owner, at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's Property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot.

3. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction, subject to reasonable extension for such period of time as any applicable insurance proceeds are delayed beyond thirty (30) days after the casualty.

## ARTICLE IX

## ARCHITECTURAL CONTROL

1. Architectural Approval Generally. The Developer has reserved to itself and the Association full authority to regulate the appearance of the exterior of the Lots and the Residential Units and all other structures and improvements constructed or installed in the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior appearance of the improvements and landscaping located on the

Property in substantially the same appearance and condition as existed at the completion of construction of the approved Residential Units, subject to normal wear and tear that cannot he avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. Except for all construction relating to the Work and items installed by Developer as part of the Work, the Developer's prior approval is required for any and all construction of any improvements of any nature whatsoever within the Property until assigned to the Association. The power to regulate includes the power to prohibit and require the removal (when constructed or modified without approval), of those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. All development within the Property, other than development by the Developer, shall be in accordance with the procedures, criteria and specifications set forth in the Design Review Manual, which is incorporated into this Declaration. The Developer, and following assignment to the Association, the Association may adopt, rescind, and amend reasonable rules and regulations, including the Design Review Manual (collectively, the "Architectural Criteria"), provided, that such Architectural Criteria are not contrary to the provisions of this Declaration. Notwithstanding the foregoing, an Owner shall be permitted to construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, subject to compliance with Section 720.304(5), Florida Statutes, as may be amended, and reasonable standards as may be imposed by the Developer or the Design Review Committee in accordance with the Law.

2. Assignment to Association. The Developer shall retain the right of architectural approval of Residential Units and related improvements until the first to occur of: (a) construction of a new Residential Unit on the last vacant Lot in the Property; or (b) the effective date of a written assignment of the architectural approval rights herein reserved from Developer to the Association. The Developer may assign, and the Association shall accept, all or some of the architectural approval rights herein reserved. The Developer shall not be required to assign such rights in advance of the time set forth in this subsection, notwithstanding turnover of control of the Association and/or termination of Class B membership. Notwithstanding anything to the contrary set forth in the Legal Documents, the Design Review Manual or Regulations, initial construction and modifications to initial construction undertaken by a Builder shall not be subject to the jurisdiction of the Design Review Committee or the Association. The Developer shall retain exclusive jurisdiction and approval authority over initial construction and modifications to initial construction undertaken by a Builder, notwithstanding the occurrence of turnover of control of the Association to Class A Members.

3. Design Review Committee. The Developer and the Association (following assignment by the Developer) shall appoint a standing committee identified as the Design Review Committee, composed of two (2) or more persons who need not be Owners, to review and approve or deny all new improvements and all alterations, additions, renovations or

reconstruction of improvements previously approved by the Developer. The Design Review Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Architectural Criteria or to approve matters disapproved by the Developer. Refusal to approve any new improvements or any alterations, additions or other modifications may be based on any grounds, including purely aesthetic ones, which in the sole discretion of the Design Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature, hours of operation, and how long they may remain in place). Since each situation is unique, in approving or disapproving requests submitted to it hereunder the Design Review Committee may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other.

4. Fees. The Developer or the Association (following assignment by the Developer) may establish fees to defray the costs associated with the architectural review process. No member of the Design Review Committee shall be entitled to compensation for services performed, except any professional advisor may be paid a reasonable fee approved by the Developer or the Board of the Association, plus any actual expenses incurred in the performance of their duties. All fees and an estimation of expenses shall be paid by the applicant at the time the application is submitted as hereinafter provided.

5. Applications. All applications for architectural approval must be accompanied by detailed and complete plans and specifications, including a site plan showing existing trees, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as the Developer, the Association or the Design Review Committee shall reasonably require, and in accordance with the Design Review Manual. The Developer, the Association or the Design Review Committee, as applicable, shall respond within the time and in the manner required by the Design Review Manual.

6. Participating Builders. In order to insure that appropriate standards of construction are maintained throughout the Property, all architects, Builders and general contractors must be approved by the Design Review Committee pursuant to the terms of the Design Review Manual prior to engaging in any construction activities within the Property. Each Owner is hereby notified that the Design Review Manual requires Owners to use only Builders approved pursuant to the Design Review Manual for construction of Residential Units within the Property on all Lots, except Mansion Lots as to which a Lot Owner may select its own builder in accordance with this section and the terms and conditions of the Design Review Manual. Each Owner is referred to a list of the approved Builders for the

Project, as may be modified from time to time, on file at the Sales Center or another specified location within the Project. Approval of any plans submitted by any applicant may be withheld until such time as the Owners, architect, Builder or contractor has been approved by the Design Review Committee. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the Design Review Committee to maintain certain insurance coverage required by the Design Review Committee, pay construction deposits, and pay fees as determined by the Design Review Committee, from time to time. Both the criteria and the application form are subject to change in the sole discretion of the Design Review Committee. Approval of an architect, Builder or contractor by the Design Review Committee for the construction of one (1) Residential Unit shall not be deemed approval for construction of any other Residential Unit, and the Design Review Committee has the right, pursuant to the terms of the Design Review Manual, to withhold approval of any architect, Builder or contractor from construction of any particular Residential Unit, whether or not approved for the construction of any other Residential Unit within the Property. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the Design Review Committee or the Developer, nor a guaranty or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established for approval of architects, Builders and contractors are solely for the Developer's protection and benefit and are not intended to provide the Owner with any form of guaranty with respect to any approved architect, or contractor. Each Owner waives any and all claims and rights that such Owner has or may have now or in the future against the Design Review Committee, the Association or the Developer with respect to such Owner's selection of such architect, Builder or contractor.

7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the Design Review Committee, neither the Developer, the Association, the Board, the Professional Advisor or members of the Design Review Committee shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

## ARTICLE X

## CLUB

1. General. The Club is an independent operation not affiliated with the Association, and does not constitute a portion of the Common Areas. The Club Owner will cause to be constructed initially as the Club Facilities an eighteen-hole Pete Dye signature Golf

Course, a clubhouse (with a grill room, dining room, lounge and men's and women's locker rooms), a pro shop facility, a practice facility including a short practice course, and a spa and fitness center with tennis courts and a swimming pool. The Club Owner and the Club Operator may change from time to time (i.e., the Developer may sell the Club or transfer ownership of the Club to an affiliate or third party, and the Club Operator may assign its rights and obligations with respect to the Club to an affiliate or a third party), subject to the terms and conditions of the Club Declaration including, without limitation, the Association's right of first refusal to purchase the Club Facilities (to the extent applicable) as provided in the Club Declaration. Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties, from time to time, each Owner acknowledges that the Club Owner and Developer shall not be considered being one in the same party, and neither of them shall be considered the agent or partner of the other. At all times, the Club Owner and the Developer shall be considered separate and viewed in their separate capacities. No failure to act by Developer shall at any time be considered a failure to act of Club Owner, or vice versa, and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder and under the Club Declaration. THE DEVELOPER, THE CLUB OWNER AND THE CLUB OPERATOR DO NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY THAT THE CLUB, THE CLUB FACILITIES, OR ANY PORTION THEREOF, SHALL REMAIN AVAILABLE TO OWNERS WITHIN THE COMMUNITY; PROVIDED, HOWEVER, THAT THE CLUB OWNER WILL CONSTRUCT INITIALLY THE CLUB FACILITIES AS SET FORTH ABOVE IN THIS SECTION 1. THE DEVELOPER, FOR ITSELF, ANY SUCCESSOR CLUB OWNER, AND THE CLUB OPERATOR RESERVE THE RIGHT TO ADD TO, MODIFY, DELETE FROM, SELL (SUBJECT TO THE ASSOCIATION'S RIGHT OF FIRST REFUSAL, TO THE EXTENT APPLICABLE, AS SET FORTH HEREIN AND IN THE CLUB DOCUMENTS) AND/OR DISCONTINUE OPERATIONS OF THE CLUB AND THE CLUB FACILITIES, OR PORTIONS THEREOF, AT ANY TIME, PURSUANT TO THE CLUB DOCUMENTS.

2. Memberships. Each Owner, by acceptance of the deed to its Lot, acknowledges and agrees that the Club and the Club Facilities are integrated within the scheme of development for the Project and are in close proximity and complementary to use of the Lot; therefore, each Owner shall be required to apply for and maintain at least the most basic membership category available at the Club (as of the date hereof and for purposes of this Declaration, such category being referred to as the "Sports-Social Membership") for so long as the Owner owns a Lot within the Property, subject to the Club making the same available. At the time that any Person closes on the purchase of a Lot, such Person shall apply for and obtain a Sports-Social Membership, pursuant to the procedures and forms established by the Club, from time to time. Each Owner shall automatically be accepted for membership at the Club at such basic membership level. The ability of an Owner to obtain a different membership level at the Club shall be subject to the availability of memberships at other membership levels, the payment by the Owner of the applicable

initiation fee, and the terms and conditions of the Club Declaration and the Club Membership Plan. Owners shall receive a credit for the amount of the initiation fee for the Sports-Social Membership (or other level that is the most basic membership level available), which credit will transfer to a subsequent buyer of the Owner's Lot on resale for use in acquiring a Sports-Social Membership only (or other level that is the most basic membership level available). If such resale buyer elects to apply for and acquires a level of membership other than Sports-Social Membership, such resale buyer shall be responsible for the full initiation fee for such level, together with sales tax thereon, without any credit, in accordance with the terms of the Club Membership Plan; provided, however, that the credit for the Sports-Social Membership level will remain a benefit for such Lot for any subsequent Owner who applies for a Sports-Social Membership only. Each Owner shall be responsible for the payment of dues charged by the Club for such Owner's membership category. The Association, on behalf of the Club if elected by the Club Operator, from time to time, will collect dues and other charges from Owners as the Club Charges. Such dues and other charges shall constitute Assessments for purposes of collection enforcement as provided in this Declaration, but shall be subordinate to the lien of Annual Maintenance Assessments imposed by this Declaration as set forth in Article VII. As of the date of this Declaration, the Club Operator has engaged or intends to engage the Association, by separate collection agreement, to collect the dues associated with a Sports-Social Membership level as to each Lot. If an Owner, as to a Lot, acquires a membership level in the Club other than a Sports-Social Membership, then the Club shall apply the dues collected by the Association as to such Lot to the dues otherwise owed by the Owner with respect to its membership in the Club. At the time that any Owner sells its Lot, the Owner shall be responsible for notifying the Club and paying to the Club any reasonable transfer fees then imposed by the Club in connection with the sale of such Lot and the change in status of such Owner's Sports-Social Membership, as prescribed by the Club Membership Plan from time to time. Nothing in this Declaration shall be deemed to guaranty that Sports-Social Memberships will be available. The availability of Sports-Social Memberships and all other memberships in the Golf Club are subject to the terms and conditions of the Club Membership Plan and Club Declaration.

3. Golf Cart Paths. No Persons shall be permitted to jog, walk, bike, roller skate or roller blade along the golf cart paths or any other portion of the Golf Course, whether or not located in a Common Area, unless the prior written approval of the Club Operator has been obtained.

4. Club Nuisance. No person shall, at any time the Golf Course is open for play, engage in any activity whatsoever which shall interfere with use of the Club Facilities, including the players' performance during use of the Golf Course. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on which shall interfere with the players' use of the Golf Course. Each Owner, as well as their families, tenants, guests and invitees shall refrain from any actions which would distract from the playing qualities of the Golf Course and shall also be responsible to insure that their pets do not cause such distractions. Such prohibited activities include, without limitation, burning materials

where the smoke will cross the Golf Course, maintenance and restraint of dogs or other pets under conditions which interfere with golf course play due to loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running, bicycling, skateboarding, walking or trespassing in any way on the Golf Course, picking up balls or similar interferences with play, or growing or permitting to grow varieties of grass or other vegetation which the Club Operator or the Association determines to be inimical to the Golf Course grasses or vegetation. In addition, no Person shall, by virtue of this Declaration, have any right to prune or otherwise alter any landscaping located on the Golf Course, including any portion thereof which may be situated upon any Common Area, without the prior written approval of the Club Operator. This covenant is for the benefit of the Golf Course, the Club Operator and persons playing golf on the Golf Course, and shall be enforceable by the Club Operator.

5. Easement for Golf Balls. Every Lot and the Common Area is burdened with an easement permitting golf balls hit from the Golf Course or Club to unintentionally come upon the Lot, and for golfers, at reasonable times and in a reasonable manner, to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry.

6. Lake Maintenance. Notwithstanding the obligation of the CDD and/or the Association to maintain lakes within the Golf Course constituting components of the Surface Water or Stormwater Management System, the Club Owner shall maintain the vegetated and upland embankments and edges of all lakes located within the Golf Course as part of maintaining the Golf Course. The Club Owner acknowledges that it is in the best interests of the Club for the Club Owner to be responsible for such maintenance and to insure that such maintenance is consistent with the overall maintenance of the Golf Course and play thereon. In any event, any maintenance conducted by the Club Owner or Club Operator shall be consistent with the SWFWMD Permits and subject to the other terms and conditions of this Declaration applicable to such areas.

7. View Impairment. Neither the Developer, the Association nor any Builder guarantees or represents that any view over and across the Golf Course, any portion of the Club Property, or any of the Common Area from any particular Lot will be preserved without impairment. The Club Operator shall not have any obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) with respect to the Club Property, including the Golf Course, from time to time. In addition, the Club Owner or Club Operator may, in their sole and absolute discretion, change the location, configuration, size and elevation of the trees, landscaping, bunkers, fairways, greens, improvements and barriers from time to time. Any such additions or changes may diminish or obstruct views from Lots, and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed to its Lot, acknowledges that any view of the Club Property which such Lot may enjoy as of the date of purchase of the Lot, may be impaired

or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types or improvements or barriers on the Club Property.

8. Golf Course Activities. By acceptance of a deed to any Lot, each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from golf balls which are hit into a Lot or other portion of the Property or arising from the design, construction, operation, maintenance and/or use of the Golf Course; (b) the entry by golfers onto any Lot or other portion of the Property utilized by the golfers to retrieve golf balls and/or other acts or omissions of persons using the Golf Course; (c) noise from golfers and maintenance activities; (d) overspray of herbicides, fungicides, pesticides, fertilizers and water in connection with the maintenance of the roughs, fairways and greens on the Golf Course; (e) noise from Golf Course maintenance and operation equipment; (f) odors arising from irrigation and fertilization of the turf situated on the Golf Course; (g) disturbance and loss of privacy resulting from motorized golf cart traffic, golfers and Golf Course maintenance personnel; (h) artificial light illuminating from any Club Facilities; (i) the existence of water hazards, ponds, and/or lakes on the Golf Course; and (j) view restrictions caused by maturation of trees and shrubbery. ALL OWNERS, BY ACCEPTANCE AND DELIVERY OF A DEED TO A LOT, ASSUME ALL RISKS TO THEMSELVES, THEIR FAMILY, OCCUPANTS, GUESTS, INVITEES AND LESSEES AND PROPERTY ASSOCIATED WITH ERRANT GOLF BALLS, AND ALL OWNERS AGREE AND COVENANT NOT TO MAKE ANY CLAIM OR INSTITUTE ANY ACTION WHATSOEVER AGAINST THE DEVELOPER, ASSOCIATION, THE CLUB OWNER, THE CLUB OPERATOR, THE GOLF COURSE DESIGNER, ANY BUILDER OR ANY OTHER PARTY OTHER THAN THE GOLFER WHO CAUSED THE PROPERTY DAMAGE OR PERSONAL INJURY, ARISING OR RESULTING FROM ANY ERRANT GOLF BALLS OR GOLF CLUBS, ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE CAUSED THEREBY, OR FOR NEGLIGENT DESIGN OF THE GOLF COURSE, MODIFICATION OF THE GOLF COURSE, OR SITING OF THE LOT. NOTHING IN THIS PARAGRAPH SHALL IN ANY WAY RELIEVE GOLFERS FROM LIABILITY FOR DAMAGES RESULTING FROM ERRANT GOLF BALLS.

9. Approval of Club. Notwithstanding anything set forth in this Declaration to the contrary, the Club Owner shall have the right to approve any proposed amendment to this Declaration which would materially and adversely affect the operations of the Club, the maintenance of the Club Property or Club Facilities, or other matters of direct concern to the Club.

10. Right of First Refusal. Nothing in this Declaration shall prohibit the Club Owner from selling, conveying or otherwise transferring title to the Club Property and the Club Facilities to an affiliate or unaffiliated third party or to limit the ability of the Club Owner or the Club Operator to modify the Club Declaration, the Club Membership Plan or any other documents, rules and regulations associated with the Club, or to eliminate any of the

Club Facilities, memberships or levels of membership available at the Club. Notwithstanding the foregoing, the Club Owner's right to sell, convey or transfer the Club Property, including the Club Facilities, to an unaffiliated or unrelated third party shall be subject to a right of first refusal in favor of the Association to purchase the Club Property, including the Club Facilities, at the time, pursuant to the procedures, and subject to the terms and conditions set forth in the Club Declaration. The Association's right shall terminate upon the Association acquiring the Club Facilities, or portion thereof, or the Club Owner closing on the sale to a third party of all or any portion of the Club Facilities if the Association has not exercised its right with respect thereto. Such right of first refusal shall be the right of the Association only, and shall not be a right in favor of any one or more Owners or any other parties. Such right of first refusal may be exercised, if at all, only by the Association pursuant to the affirmative vote of sixty seven percent (67%) of the Class A Owners, as more particularly set forth in the Club Declaration. If the Association exercises its right, then only the Class A members of the Association shall be responsible for payment of the purchase price and other costs associated with the purchase, and the Class B member, if any, will have no obligation in that regard.

## ARTICLE XI

## OPERATION AND EXTENSION

1. Developer's Additions.

   a. General. Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder; provided such additional properties and the Owner or Owners thereof other than the Developer shall become, upon their inclusion within the Property, subject to Assessments for Association expenses.

   b. Supplemental Declaration. The addition of property to this Declaration shall be made and evidenced by filing in the Public Records a Supplemental Declaration with respect to the Additional Property to be added. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. In addition, such Supplemental Declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the method or rate of assessment for common expenses, which may be applicable to the Additional Property and as may be necessary or desirable to reflect the different character, if any, of the Additional Property that is subject to the Supplemental Declaration, provided that all such modifications

are reasonably consistent with the common scheme for development set forth in the Declaration and in the Master Plan. Such Supplemental Declaration shall become effective upon being recorded in the Public Records. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Areas, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas.

c. Additional Declarations. Developer reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional property owners' associations having administrative responsibility and control over certain portions of the Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

2. Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth above requires the approval of two-thirds (2/3) of each class of the Members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

## ARTICLE XII

## GENERAL PROVISIONS

1. Enforcement.

a. Legal Proceedings. The Developer, the Association, or any Lot Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents; subject, however, to any mandatory procedural limitations set forth in Section 720.311, Florida Statutes, as may be amended. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise required by Law. If the Association is the prevailing party against any Owner,

such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in Article VI. If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

b. No Waiver. Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association to any Owner or any other Person.

c. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, SWFWMD and the ACOE shall have the rights and powers enumerated in this paragraph. SWFWMD and the ACOE shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of SWFWMD and/or the ACOE. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD and/or the ACOE, as applicable. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the permits must be either retained by the CDD, to the extent it is already the party responsible therefor, or assigned to and accepted by an entity approved by SWFWMD and the ACOE, as applicable.

2. Term and Renewal. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Club Owner, the Association or any Owner, their respective heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

3. Amendment.

a. Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency,

"Operation and Extension" and in Article XI, Section 3.a.; and (b) alienation or encumbering of all or any portion of the Common Areas; and (c) the merger, consolidation, or dissolution of the Association; and (d) the extension of the provisions of this Declaration to lands other than the Property.

6. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, Developer reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

7. Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

   a. Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

   b. Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

   c. Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

   d. Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the

institutional First Mortgagee, or other person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents, a Plat, the Master Plan, or the Zoning Ordinance; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) otherwise in Developer's discretion for the benefit of all Owners in completing the Development in the manner deemed advisable by Developer.

b. Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and approved by not less than sixty-seven percent (67%) of the total voting interests of all Owners. No amendment shall be effective until recorded.

c. Surface Water or Stormwater Management System. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SWFWMD.

4. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this Section apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

5. Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business): (a) amendment of this Declaration, except as expressly provided in the Article X, entitled

Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, any Subdivision Developer, a Builder, the Club Owner or their respective contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property or Lots owned or controlled by Developer or such Builder whatever it or they determine to be necessary, convenient, or desirable to complete the Work or the construction of Residential Units as applicable. Without limiting the foregoing and notwithstanding any other provision of this Declaration to the contrary, the Developer hereby reserves for itself, any Subdivision Developer, Builders and the Club Owner, the following rights, all of which shall be exercised in compliance with the terms of the Design Review Manual, and which shall survive the turnover of control of the Association to the Class A Members and continue for so long as the Developer, Subdivision Developer, or any such Builders owns any Lots within the Property, or the Club Owner owns the Club Property:

   a. Erection and maintenance of temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Subdivision Developer or Builder first obtains Developer's written approval of such temporary dwelling, home or structure prior to installing or constructing same, in accordance with the Design Review Manual.

   b. Maintenance of flags and signs in accordance with the Design Review Manual.

   c. Maintenance of construction trailers, dumpsters, temporary buildings, model units, design centers and offices for sales and resales of Lots and Residential Units.

   d. Use of temporary fuel tanks and garbage receptacles.

9. Notice of Transfer of Lot. In the event that any Owner (other than the Declarant) desires to sell or otherwise transfer title to his or her Lot, (by sale, gift or judicial decree) such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take

place, and such other information as the Board may reasonably require. Until such written notice is received by the Board and the contribution required by Article VII, Section 8 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot.

10. Documents to Grantees. All Lot Owners shall be obligated to deliver the documents originally received from the Declarant (or copies thereof, which may be obtained from the Association) containing this Declaration, Supplements and all other declarations and documents, to any grantee of such Owners. Copies may be acquired from the Association upon payment of a reasonable reproduction fee.

11. Security. Developer or the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION OR DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, NOR THE DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND DEVELOPER DO NOT REPRESENT OR WARRANT THAT (A) ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM, GATEHOUSE OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, (B) THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, OR (C) THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, AND DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, AND DEVELOPER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR

WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

12. Sales Center. Developer retains the right to construct, own, operate, maintain, modify, and expand from time to time the Sales Center. The Sales Center shall not be part of the Common Area, and the Developer shall have no obligation to convey the Sales Center to the Association, except as specifically provided for in this section. At any time prior to, or concurrent with the Developer's turnover of control of the Association to the residents, Developer may, but shall not be obligated to sell and convey to the Association fee simple title to the Sales Center for a sales price of Nine Hundred Thousand Dollars ($900,000.00) to be paid in cash at the time of the sale. The Association agrees to purchase the Sales Center, if so elected by the Developer, on the terms set forth on in this section. In connection with such sale, the Developer will pay for title insurance, documentary transfer taxes and other costs generally borne by sellers of real property in Hernando County, and the Association shall bear all closing costs generally borne by buyers of real property in Hernando County. The Developer hereby represents and warrants to the Association that such price is fair and reasonable based on the estimated cost to construct the improvements comprising the Sales Center and the value of the real estate associated therewith. The Developer reserves the right, at any time, to sell and convey the Sales Center to a third party other than the Association for residential or office uses only. The Association shall have no right to force the Developer to sell the Sales Center to the Association, but the Association shall have the right to require that the Sales Center be used only for residential and office purposes.

13. Assignment. Developer may assign to any Person, including Subdivision Developers and persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in Section 8 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer. The rights granted under Section 8 and this Section 13 shall not result in a Builder being deemed a successor Developer or Subdivision Developer unless so designated in writing by Developer.

14. Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating

Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

15. Notices. Any notice required to be sent to any Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the Public Records at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Manager

By: _____
James P. Harvey, Vice President

Deborah M. O'Hern
Printed Name: DEBORAH M. O'HERN

Nancy Goolsby
Printed Name: Nancy Goolsby

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12TH day of OCTOBER, 2004, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

Deborah M. O'Hern
Notary Public, State of Florida

_____
Print Name
My Commission Expires:



Deborah M O'Hern
My Commission DD046978
Expires August 01, 2005

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# EXHIBIT "A"
## (Phase 1)

A PARCEL OF LAND LYING WITHIN SECTIONS 3, 4, 9, & 10 TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE N89°51'36"W, ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1,346.24 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THUS SAID LINE S30°11'25"E, A DISTANCE OF 110.48 FEET; THENCE S32°50'46"E, A DISTANCE OF 33.14 FEET TO THE BEGINNING OF A CURVE; THENCE 49.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 80°26'36" AND A CHORD BEARING AND DISTANCE OF S07°22'31"W, 45.20 FEET; THENCE S47°35'49"W, A DISTANCE OF 39.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 154.03 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 9.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 01°13'30" AND A CHORD BEARING AND DISTANCE OF S66°36'32"W, 9.30 FEET; THENCE S24°00'13"E, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 49.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°44'21" AND A CHORD BEARING AND DISTANCE OF S62°07'36"W, 49.26 FEET; THENCE S58°15'26"W, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE; THENCE 223.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 35°07'31" AND A CHORD BEARING AND DISTANCE OF S40°41'40"W, 220.28 FEET; THENCE S66°52'05"E, A DISTANCE OF 139.46 FEET; THENCE S13°58'50"W, A DISTANCE OF 73.87 FEET; THENCE S05°50'59"E, A DISTANCE OF 74.18 FEET; THENCE S21°31'05"E, A DISTANCE OF 74.52 FEET; THENCE S23°39'19"E, A DISTANCE OF 791.77 FEET TO THE BEGINNING OF A CURVE; THENCE 490.72 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 1,155.00 FEET, A CENTRAL ANGLE OF 24°20'34" AND A CHORD BEARING AND DISTANCE OF S11°29'02"E, 487.03 FEET; THENCE S00°41'15"W, A DISTANCE OF 312.64 FEET; THENCE S89°18'45"E, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE; THENCE 110.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF N68°49'14"E, 108.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.13 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 20°33'15" AND A CHORD BEARING AND DISTANCE OF N57°13'51"E, 76.72 FEET; THENCE N04°42'05"W, A DISTANCE OF 152.41 FEET; THENCE N85°17'55"E, A DISTANCE OF 112.06 FEET; THENCE S80°58'39"E, A DISTANCE OF 40.98 FEET; THENCE S78°41'55"E, A DISTANCE OF 45.74 FEET TO THE BEGINNING OF A CURVE; THENCE 823.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1,127.00 FEET, A CENTRAL ANGLE OF 41°53'07" AND A CHORD BEARING AND DISTANCE OF S57°45'22"E, 805.65 FEET; THENCE S36°48'48"E, A DISTANCE OF 545.53 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 634.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 172°10'14" AND A CHORD BEARING AND DISTANCE OF S60°26'46"W, 421.02 FEET; THENCE N33°28'07"W, A DISTANCE OF 76.34 FEET; THENCE N06°11'37"W, A DISTANCE OF 116.20 FEET; THENCE N36°48'48"W, A DISTANCE OF 316.12 FEET TO THE BEGINNING OF A CURVE; THENCE 557.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 773.00 FEET, A CENTRAL ANGLE OF 41°18'51" AND A CHORD BEARING AND DISTANCE OF N57°28'14"W, 545.39 FEET; THENCE S85°37'09"W, A DISTANCE OF 88.89 FEET; THENCE N04°22'51"W, A DISTANCE OF 143.93 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 47.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 18°57'10" AND A CHORD BEARING AND DISTANCE OF S56°25'49"W, 47.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE 164.11 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 160.15 FEET; THENCE N89°18'45"W, A DISTANCE OF 96.00 FEET; THENCE S00°41'15"W, A DISTANCE OF 404.80 FEET; THENCE S89°49'35"E, A DISTANCE OF 93.68 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 379.25 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 546.97 FEET, A CENTRAL ANGLE OF 39°43'38" AND A CHORD BEARING AND DISTANCE OF S69°57'42"E, 371.70 FEET; THENCE S50°05'57"E, A DISTANCE OF 146.86 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 328.61 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 90°31'05" AND A CHORD BEARING AND DISTANCE OF S05°13'57"E, 295.48 FEET; THENCE S54°48'13"E, A DISTANCE OF 90.72 FEET; THENCE S11°48'23"E, A DISTANCE OF 169.82 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 136.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 90.01 FEET, A CENTRAL ANGLE OF 87°04'08" AND A CHORD BEARING AND DISTANCE OF S31°43'09"W, 124.00 FEET; THENCE S75°15'45"W, A DISTANCE OF 70.38 FEET; THENCE S59°49'08"W, A DISTANCE OF 77.40 FEET TO THE BEGINNING OF A CURVE; THENCE 28.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°08'04" AND A CHORD BEARING AND DISTANCE OF S76°23'10"W, 28.51 FEET; THENCE N87°02'48"W, A DISTANCE OF 93.97 FEET; THENCE N70°17'59"W, A DISTANCE OF 38.62 FEET TO THE BEGINNING OF A CURVE;

THENCE 33.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°14'44" AND A CHORD BEARING AND DISTANCE OF N89°25'21"W, 32.76 FEET; THENCE S71°27'17"W, A DISTANCE OF 92.61 FEET TO THE BEGINNING OF A CURVE; THENCE 27.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 31°29'07" AND A CHORD BEARING AND DISTANCE OF S55°42'44"W, 27.13 FEET; THENCE S39°58'10"W, A DISTANCE OF 87.61 FEET TO THE BEGINNING OF A CURVE; THENCE 15.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°56'56" AND A CHORD BEARING AND DISTANCE OF S48°56'38"W, 15.60 FEET; THENCE S57°55'06"W, A DISTANCE OF 58.89 FEET TO THE BEGINNING OF A CURVE; THENCE 48.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°54'41" AND A CHORD BEARING AND DISTANCE OF S85°52'27"W, 46.88 FEET; THENCE N66°10'13"W, A DISTANCE OF 22.26 FEET TO THE BEGINNING OF A CURVE; THENCE 72.24 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°46'59" AND A CHORD BEARING AND DISTANCE OF N24°46'43"W, 66.12 FEET; THENCE N70°54'27"W, A DISTANCE OF 141.04 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 163.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 10°49'15" AND A CHORD BEARING AND DISTANCE OF S24°30'11"W, 163.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE 113.99 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 06°26'04" AND A CHORD BEARING AND DISTANCE OF S26°41'46"W, 113.93 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.81 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 50.00 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.81 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 411.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 23°14'03" AND A CHORD BEARING AND DISTANCE OF S08°13'26"E, 408.78 FEET TO A POINT OF COMPOUND CURVE; THENCE 532.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 83°31'52" AND A CHORD BEARING AND DISTANCE OF S61°36'24"E, 486.24 FEET; THENCE N76°37'40"E, A DISTANCE OF 578.22 FEET TO THE BEGINNING OF A CURVE; THENCE 895.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 78°53'29" AND A CHORD BEARING AND DISTANCE OF S63°55'35"E, 825.95 FEET; THENCE S24°28'50"E, A DISTANCE OF 853.24 FEET TO THE BEGINNING OF A CURVE; THENCE 214.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 33°42'34" AND A CHORD BEARING AND DISTANCE OF S41°20'07"E, 211.66 FEET; THENCE N15°52'01"E, A DISTANCE OF 178.08 FEET; THENCE N90°00'00"E, A DISTANCE OF 26.53 FEET; THENCE N10°06'23"W, A DISTANCE OF 971.15 FEET; THENCE N79°53'37"E, A DISTANCE OF 155.66 FEET; THENCE S46°01'20"E, A DISTANCE OF 120.76 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 55.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 23°20'50" AND A CHORD BEARING AND DISTANCE OF N68°13'12"E, 54.63 FEET; THENCE N79°53'37"E, A DISTANCE OF 265.44 FEET TO THE BEGINNING OF A CURVE; THENCE 41.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 17°27'39" AND A CHORD BEARING AND DISTANCE OF N88°37'26"E, 40.98 FEET; THENCE N07°21'16"E, A DISTANCE OF 51.22 FEET; THENCE N72°29'17"E, A DISTANCE OF 198.18 FEET; THENCE N39°30'41"W, A DISTANCE OF 209.15 FEET; THENCE N05°02'15"E, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 498.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 85°19'26" AND A CHORD BEARING AND DISTANCE OF S42°18'02"E, 454.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.56 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE EAST, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD BEARING AND DISTANCE OF S08°01'25"E, 77.29 FEET; THENCE S16°24'31"E, A DISTANCE OF 227.70 FEET TO THE BEGINNING OF A CURVE; THENCE 156.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 26°49'21" AND A CHORD BEARING AND DISTANCE OF S02°59'51"E, 155.40 FEET; THENCE S10°24'50"W, A DISTANCE OF 237.62 FEET TO THE BEGINNING OF A CURVE; THENCE 273.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 46°46'06" AND A CHORD BEARING AND DISTANCE OF S33°47'53"W, 265.92 FEET; THENCE S57°10'56"W, A DISTANCE OF 67.78 FEET TO THE BEGINNING OF A CURVE; THENCE 239.64 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 772.29 FEET, A CENTRAL ANGLE OF 17°46'44" AND A CHORD BEARING AND DISTANCE OF S48°17'33"W, 238.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 229.17 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 30°11'07" AND A CHORD BEARING AND DISTANCE OF S54°29'45"W, 226.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE 21.89 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF S27AN°46'42"W, 20.00 FEET; THENCE S75°58'04"W, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 21.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14"

AND A CHORD BEARING AND DISTANCE OF N55°50'33"W, 20.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE 532.66 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 70°09'34" AND A CHORD BEARING AND DISTANCE OF N62°34'23"W, 500.00 FEET; THENCE N25°06'39"W, A DISTANCE OF 54.72 FEET;THENCE S65°31'10"W, A DISTANCE OF 190.00 FEET; THENCE S16°04'15"W, A DISTANCE OF 77.04 FEET TO THE BEGINNING OF A CURVE; THENCE 292.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.56 FEET, A CENTRAL ANGLE OF 80°17'32" AND A CHORD BEARING AND DISTANCE OF S56°13'01"W, 268.93 FEET; THENCE S52°45'26"W, A DISTANCE OF 153.20 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 421.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 116°04'20" AND A CHORD BEARING AND DISTANCE OF S57°38'46"W, 352.93 FEET; THENCE N69°43'37"W, A DISTANCE OF 60.27 FEET;THENCE N87°45'32"W, A DISTANCE OF 317.38 FEET; THENCE S88°58'47"W, A DISTANCE OF 95.83 FEET; THENCE N84°07'47"W, A DISTANCE OF 87.89 FEET; THENCE S67°10'04"W, A DISTANCE OF 53.19 FEET; THENCE S64°22'43"W, A DISTANCE OF 80.00 FEET; THENCE S69°32'28"W, A DISTANCE OF 283.52 FEET; THENCE S19°47'05"E, A DISTANCE OF 151.76 FEET; THENCE S70°12'55"W, A DISTANCE OF 150.00 FEET; THENCE S19°47'05"E, A DISTANCE OF 19.03 FEET TO THE BEGINNING OF A CURVE; THENCE 79.14 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 04°39'02" AND A CHORD BEARING AND DISTANCE OF S22°06'36"E,79.12 FEET; THENCE S65°33'52"W, A DISTANCE OF 201.00 FEET; THENCE S26°33'39"E, A DISTANCE OF 66.84 FEET; THENCE S55°25'52"W, A DISTANCE OF 71.85 FEET; THENCE S42°29'51"W, A DISTANCE OF 56.55 FEET; THENCE S56°03'03"W, A DISTANCE OF 9.05 FEET; THENCE S64°38'09"W, A DISTANCE OF 55.30 FEET; THENCE S72°39'06"W, A DISTANCE OF 37.11 FEET; THENCE S61°22'32"W, A DISTANCE OF 22.72 FEET; THENCE S79°21'26"W, A DISTANCE OF 72.76 FEET; THENCE S69°48'46"W, A DISTANCE OF 14.28 FEET; THENCE N18°22'51"W, A DISTANCE OF 1,375.45 FEET; THENCE N03°49'30"W, A DISTANCE OF 574.96 FEET; THENCE N09°16'01"E, A DISTANCE OF 1,062.00 FEET; THENCE N06°49'07"E, A DISTANCE OF 848.04 FEET TO THE BEGINNING OF A CURVE; THENCE 1,869.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,CONCAVE WEST, HAVING A RADIUS OF 6,160.00 FEET, A CENTRAL ANGLE OF 17°23'33" AND A CHORD BEARING AND DISTANCE OF N01°52'40"W, 1,862.74 FEET; THENCE N10°34'26"W, A DISTANCE OF 124.57 FEET TO THE BEGINNING OF A CURVE; THENCE 1,701.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 47°47'07" AND A CHORD BEARING AND DISTANCE OF N13°19'08"E, 1,652.50 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE ALONG SAID LINE S89°51'36"E, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,757,926 SQUARE FEET OR 224.011 ACRES, MORE OR LESS.

OFFICIAL RECORDS
BK: 1931 PG: 85
1931

Doc# 2004085536
Hernando County, Florida
11/18/2004 1:41PM
KAREN NICOLAI, Clerk

2/4

**Prepared by and return to:**

R

**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

# FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("First Amendment") is made on this 11th day of November, 2004, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 2202 N. West Shore Blvd., Suite 125, Tampa, Florida 33607, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida (hereinafter "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer has determined that it would be desirable to clarify certain ambiguities in the Definitions provision of the Declaration.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article I, Section 2.v., of the Declaration is hereby amended in its entirety to read as follows:

> "Developer" or "Declarant" means Hampton Ridge Developers, LLC, a Delaware limited liability company, whose address is 2202 N. West Shore Blvd., Suite 125, Tampa, Florida 33607, its successors and assigns to whom the rights of the Developer or Declarant hereunder are specifically assigned, in whole or in part. Developer or Declarant may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer or Declarant unless expressly stated in the assignment,

but may exercise such rights of Developer or Declarant as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

By: _____
James P. Harvey, Vice President

_____
Printed Name: Deborah M. O'Hern

_____
Printed Name: Daniel L. Cole

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of NOVEMBER, 2004, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

_____
Print Name
My Commission Expires:

3

Doc# 2005081642
Hernando County, Florida
09/16/2005 11:56AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2103 PG: 1395

**Prepared by and return to:**

R

**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

# THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Third Amendment") is made on this 12th day of September, 2005, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 2202 N. West Shore Blvd., Suite 125, Tampa, Florida 33607, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, as amended by that certain First Amendment recorded in Official Records Book 1931, Page 85, as amended by that certain Second Amendment recorded in Official Records Book 2033, Page 985, all of the Public Records of Hernando County, Florida (hereinafter collectively, the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to clarify the intention of Article VIII, Section 2 of the Declaration regarding the obligation of Owners with respect to maintaining Lots on which there are no improvements.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Maintenance. The text of Article VIII, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

> Once a Lot has been sold by Developer, each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition, free from overgrown weeds and rubbish, all portions of his Lot, and the improvements located thereon. As to Lots on which vertical improvements

have not been constructed (i.e., a vacant Lot), the foregoing obligation requires each Owner thereof, at a minimum, to cause such vacant Lot to be bush hogged at least twice per year, once between August 1 and September 15 of each calendar year, and once between March 1 and April 15 of each calendar year, and otherwise keep the Lot free of weeds and other noxious growth, and in accordance with Hernando and/or City of Brooksville regulations as well as the Regulations, all at the Owner's expense. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being confined in containers or trash enclosures. Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lots who are in violation of any portion of this provision shall be required to pay to the Association any and all charges incurred by the Association to maintain such Lots. The costs incurred by the Association for mowing, bush hogging, clearing and/or otherwise maintaining any Lot and for the removal of any debris or rubbish together with interest, costs of suit and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

2. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Third Amendment, which are not defined herein shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Third Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Third Amendment to Declaration the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Printed Name: LINDA V. KENWORTHY

By: _____
James P. Harvey, Vice President

Printed Name: DEBORAH M. OLIVERA

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of September, 2005, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

LINDA V. KENWORTHY
Print Name
My Commission Expires:

LINDA V. KENWORTHY
MY COMMISSION # DD 365938
EXPIRES: November 14, 2008
Bonded Thru Budget Notary Services

4/4

Doc# 2006095721
Hernando County, Florida
12/08/2006 9:12AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2369 PG: 429

**Prepared by and return to:**

**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

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# FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 4th day of DECEMBER, 2006, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, as amended by that certain First Amendment recorded in Official Records Book 1931, Page 85, that certain Second Amendment recorded in Official Records Book 2033, Page 985, and that certain Third Amendment recorded in Official Records Book 2103, Page 1395, all of the Public Records of Hernando County, Florida, as supplemented (hereinafter collectively, the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to provide for certain clarifications and corrections to the Declaration, and to amplify certain platted restrictions associated with the Property in order to provide for the continued benefit of all Owners within the Project.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Definitions. The following Subsection hhh., is hereby added to the end of Article I, Section 2:

> hhh. "Club Facilities" shall have the meaning set forth in the Club Declaration.

2. Article II. Article II is hereby amended to correct a scrivener's error. The reference in Article II to "Article X below" is hereby amended to read "Article XI below."

3. Club Access Easement. The easement rights granted to the Club Owner, for itself, the Club Operator, and its members, guests, invitees and licensees, pursuant to Article III, Section 3.f., shall include access through any gates located on the streets and roadways within the Property.

4. Landscaping; Buffer Areas. Article IV, Section 5.a., of the Declaration is hereby amended as follows (with underlining indicating added text, and strike-out indicated deleted text):

a. Landscaping; Buffer Areas; Landscape Areas. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Manual. The Design Review Committee has prescribed certain plant materials and landscape plans which must be utilized as to any platted "Landscape Buffer Easements." Without limiting anything set forth in this section, (i) no plant material shall be removed, trimmed or added to any area designated as a "Buffer Area" or "Landscape Buffer Easements" on any Plat without prior approval of the ~~Development~~ Design Review Committee, (ii) no structures shall be permitted in any platted "Buffer Areas," (iii) "Landscape Buffer Easements" shall be improved only with landscaping, underground irrigation systems and retaining walls approved by the Design Review Committee, and (iv) each Owner shall be responsible for maintaining any platted "Buffer Area" and/or "Landscape Buffer Easements" within such Owner's Lot, and the Owner's general landscape maintenance obligations set forth in Article VIII, Section 2 of the Declaration shall be deemed modified hereby as to the platted "Buffer Areas" and "Landscape Buffer Easements". Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed except in compliance with the Design Review Manual and otherwise approved by the Design Review Committee, or in violation of the Law. As of the date of this Declaration, the Design Review Manual prohibits removal of trees having a caliper of six (6) inches or greater at breast height. No tree or shrub plantings will be permitted in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited. Notwithstanding the foregoing limitations, each Owner shall remove and replace dead or diseased trees within such Owner's Lot. If the tree being replaced was planted by the Owner or his or her predecessor as to the Lot, then

the Owner must replace the tree with a comparable size and type of tree. If the tree being replaced existed on the Lot at the time of the initial construction of the Residence, then the Owner must replace the tree with a tree of at least four (4) inch caliper at breast height. Any question as to the type of tree to be planted to replace a dead or diseased tree must be directed to, and approved by the Design Review Committee. This section shall not be interpreted or applied in a manner that would prohibit an Owner from implementing xeriscape or Florida-friendly landscaping, as defined in Section 373.185, Florida Statutes, as amended from time to time.

5. Golf Carts. To ensure the safety of the roadways within the Property, and to further the preservation of value and desirability of the Property for all Owners, the following restriction is hereby added as Section 25 to the end of Article IV of the Declaration:

> 25. Golf Carts. Owners who desire to own or operate golf carts on the roadways and other portion of the Property shall be required to purchase golf carts of the same make, model and color as are used and required to be used by the Club with respect to the Club Property. Any golf cart used on the roadways within the Property must have headlights, rear stop lights, and such other safety features as may be prescribed by the Association, from time to time, in the Regulations. All golf carts shall be operated in accordance with, and subject to the Regulations promulgated, from to time, with respect to such operation. Only Persons of at least sixteen (16) years of age with a valid driver's license shall be permitted to operate a golf cart anywhere within the Property.

6. Club Charges. For clarification purposes, and notwithstanding anything to the contrary set forth in the Declaration, (a) Club Charges are not and shall not be considered "Assessments" of the Association whether or not the Association collects Club Charges for the Club Owner at the Club Owner's request, and (b) nothing in the Declaration shall obligate the Club Owner to engage the Association to collect the Club Charges on behalf of the Club Owner, or to continue to engage the Association for that purpose once so engaged. The foregoing does not diminish the lien of the Club as to Club Charges created and governed by the Club Declaration, which lien is hereby reaffirmed. The word "Club" was inadvertently omitted from and is hereby inserted before the word "Owner" at the end of the ninth line of Article VII, Section 9 of the original, recorded Declaration.

7. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Amendment to Declaration the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

By: _____
James P. Harvey, Vice President

_____
Printed Name: Deborah M. Dalton

_____
Printed Name: Daniel L. Coe

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of December, 2006, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

DANIEL L COE
MY COMMISSION # DD508375
EXPIRES: Jan. 18, 2010
(407) 398-0153 Florida Notary Service.com

_____
Print Name
My Commission Expires:

OFFICIAL RECORDS
BK: 2438 PG: 1

Doc# 2007030981
Hernando County, Florida
05/07/2007 12:18PM
KAREN NICOLAI, Clerk

**Prepared by and return to:**

R DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

4/4

# FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 12th day of April, 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, as amended by that certain First Amendment recorded in Official Records Book 1931, Page 85, that certain Second Amendment ("Second Amendment") recorded in Official Records Book 2033, Page 985, that certain Third Amendment recorded in Official Records Book 2103, Page 1395, and that certain Fourth Amendment recorded in Official Records Book 2369, Page 429, all of the Public Records of Hernando County, Florida, as supplemented (hereinafter collectively, the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, pursuant to its rights under the Declaration and its powers set forth in its Articles of Incorporation and Florida Statutes, the Association has entered into a bulk services agreement with a provider of non-potable irrigation water, for the purpose of providing non-potable irrigation water throughout the Project including the Common Areas, Common Maintenance Areas and individual Lots; and

WHEREAS, Developer desires to provide for certain clarifications, and amplifications of the provisions of the Declaration with respect to non-potable irrigation water in order to provide for the continued benefit of all Owners within the Project.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Irrigation Water. Article VI, Section 3.c. of the Declaration, as amended by Paragraph 4 of the Second Amendment, is hereby renamed and restated in its entirety as follows:

Irrigation Water and System.

(i) Developer intends to install or cause to be installed a non-potable water transmission and distribution system (the "Irrigation System") within the Property in accordance with the terms of the Development Agreements, which Irrigation System will transmit and distribute non-potable water, groundwater, stormwater, and/or reclaimed water (collectively and severally referred to as "Irrigation Water") throughout the Project. The Developer may, but shall not be obligated to, convey portions of the Irrigation System to the Association to be owned and maintained as Common Area, and portions of the Irrigation System to third parties, including, without limitation, an entity in the business of transmitting and distributing Irrigation Water. Pursuant to the Development Agreements, the Project is required to take certain amounts of reclaimed water for irrigation use in consideration for sewer capacity being made available to the Project. Until reclaimed water becomes available, the Developer and/or the Association may distribute, or cause to be distributed, Irrigation Water consisting of ground water and stormwater within the Property. Each Owner and the Club Owner shall be required to use Irrigation Water in lieu of potable water to the extent that such water is made available to the Lots and/or the Club Property, respectively. Neither the Developer, the Association, any CDD nor any provider of non-potable Irrigation Water, makes any representation or warranty as to the quantity of Irrigation Water that will be available to Lots or the Club Property from time to time.

(ii) The Association shall be responsible for monitoring and controlling the use of Irrigation Water within the Project, including creating and enforcing an irrigation schedule. The Association may charge Owners for the cost of providing Irrigation Water to the Owners' Lots, whether for itself or by virtue of any bulk services agreement between the Association and a provider of non-potable Irrigation Water, and for the cost of any such monitoring, operational and collection services associated with provision of Irrigation Water to the Project. Any individual charges imposed on each Lot by the Association for provision of Irrigation Water to such Lot shall be uniform based on Lot size and anticipated use of Irrigation Water based on such Lot size, and shall be part of the Services Assessment, but no individual charge shall be imposed as to a Lot until a certificate of occupancy is issued for the Residential Unit constructed thereon. Any portion of the Irrigation System owned by the Association shall be maintained by the Association, and the cost therefor will be part of the Annual Maintenance Assessment described in Article VII, Section 3 below.

(iii) Each Residential Unit and the Club Facilities shall be constructed with an underground irrigation system including a backflow device in compliance with the Development Agreements, the Design Review Manual and any requirements imposed by any provider of non-potable Irrigation Water. The Owner of each Lot shall be required to maintain, repair and replace any and all pipes, shut-offs, valves, fixtures, appliances or apparatus of every kind and nature used in connection with, or forming part of, any installation for utilizing Irrigation Water within such Owner's Lot and connecting the lateral or similar distribution lines serving any such Owner's Lot to the Irrigation System service connection located at the boundary of each Owner's Lot (the "Individual System"). Each Owner shall maintain such Owner's Individual System in operable condition and repair at all times to enable the reception of Irrigation Water from the service connection to the Individual System. If any part of the Individual System becomes inoperable or is in inadequate condition, the Association shall have the right to notify the Owner in writing and the Owner shall repair such condition within thirty (30) days of Owner's receipt of such written notice. If the Owner fails to repair such condition within the 30-day period, then the Association shall have the right to do so at the Owner's sole cost and expense, which may be levied by the Association as an Assessment against the Lot.

(iv) BY ACCEPTANCE OF TITLE TO ITS LOT, EACH OWNER ACKNOWLEDGES THAT RECLAIMED WATER CONSISTS OF TREATED EFFLUENT WHICH MAY BE ODOROUS AND MAY PRESENT CERTAIN HEALTH RISKS IF CONSUMED BY PEOPLE OR ANIMALS, ASSUMES THE RISK THEREOF, AND RELEASES THE DEVELOPER, THE ASSOCIATION, THE CDD AND ANY PROVIDER OF IRRIGATION WATER FROM ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES TO PERSON OR PROPERTY ALLEGEDLY ARISING FROM THE PRESENCE AND USE OF RECLAIMED WATER WITHIN THE PROJECT, AND THE CONSUMPTION THEREOF. NEITHER DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY PROVIDER OF IRRIGATION WATER SHALL BE LIABLE TO ANY OWNER OR THE CLUB OWNER OR CLUB OPERATOR FOR ANY INTERRUPTION IN IRRIGATION SERVICE, THE QUALITY OF IRRIGATION WATER, THE SOURCE OF IRRIGATION WATER, ANY STAINS OR DISCOLORATION CAUSED BY THE USE OF RECLAIMED WATER, OR ANY DAMAGE TO THE LANDSCAPING OR SOD ON ANY LOT, THE COMMON AREA OR THE CLUB PROPERTY CAUSED BY PROVIDING OR NOT PROVIDING IRRIGATION SERVICE. The Developer, the Association, the CDD or any provider of Irrigation Water may post signs or provide other notification of the source of Irrigation Water.

2. Reference to Non-Potable Irrigation Water. Any and all references in the Declaration which refer to ground water, well water, stormwater, reclaimed water, and/or non-potable water for irrigation purposes, shall be deemed to refer to "Irrigation Water," where the context permits such interpretation.

3. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein shall have the meanings ascribed to them in the Declaration.

Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Amendment to Declaration the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

By: _____
James P. Harvey, Vice President

_____
Printed Name: _____

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April, 2007, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

_____
Print Name
My Commission Expires:

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

# DONNA J. FELDMAN, P.A.

Donna J. Feldman
Christina M. Breiner

19321-C U.S. Highway 19 North
Suite 103
Clearwater, Florida 33764

Telephone: 727.536.8003
Facsimile: 727.536.7270

Writer's e-mail:
rizzo@djflaw.com


By E-mail and Fed Ex 2nd Day

February 1, 2008

Ms. Christina Poss
LandMar Group, LLC
14055 Riveredge Drive, Suite 225
Tampa, Florida 33637

Re: Declaration of Covenants and Restrictions for Southern Hills Plantation

Dear Christina:

Enclosed please find the original Sixth Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation, dated January 11, 2008 and recorded January 28, 2008 in Official Records Book 2529, Page 1802, of the Public Records of Hernando County, Florida. If you have any questions, please do not hesitate to contact us.

Very truly yours,

DONNA J. FELDMAN, P.A.

Robin A. Izzo
Paralegal

Enclosure

cc: Mr. Grady Miars (by e-mail with enclosure)
Mr. Jack B. Hanson (by e-mail with enclosure)
Mr. Dean Collura (by e-mail with enclosure)
Mr. Adam Helling (by e-mail with enclosure)
Donna J. Feldman, Esquire

2008004631
ROBIN 2529/1802

OFFICIAL RECORDS
BK: 2529 PG: 1802

LT1-2-2008004631-1

LT2-2529-1802-3

**Prepared by and return to:**

R

**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

3/4

# SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 11th day of January, 2008, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, hereinafter referred to as "Developer."

01/28/2008 12:46PM # Pages 3
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, as amended by that certain First Amendment recorded in Official Records Book 1931, Page 85, that certain Second Amendment recorded in Official Records Book 2033, Page 985, that certain Third Amendment recorded in Official Records Book 2103, Page 1395, that certain Fourth Amendment recorded in Official Records Book 2369, Page 429, and that certain Fifth Amendment recorded in Official Records Book 2438, Page 1, all of the Public Records of Hernando County, Florida, as supplemented (hereinafter collectively, the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Owners of unimproved Lots have not consistently maintained their Lots as required by Article VIII, Section 2 of the Declaration, resulting in an unsightly and unattractive appearance to the Community; and

WHEREAS, Developer desires to provide for the Association to consistently and adequately maintain unimproved Lots by the Association, at the expense of such Lot Owners, for the benefit of all Owners.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Maintenance. The text of Article VIII, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

> Once a Lot has been sold by Developer, each Owner, at his or her expense, shall be responsible to maintain in good order and keep in an attractive condition, free from overgrowth, weeds and rubbish, and in accordance with Hernando and/or City of Brooksville regulations as well as the Regulations, all portions of his or her Lot and any improvements located thereon, from time to time. As to Lots on which vertical improvements have not yet been constructed or commenced (i.e., a vacant Lot), the Association shall cause each such vacant Lot to be bush hogged at least twice per year, and otherwise as deemed necessary by the Board to keep such Lots, free from overgrowth and weeds and other noxious growth, until the time that construction of improvements on such Lot commences. Once construction of improvements has commenced on a Lot, and during all periods of construction on such Lot, the Lot shall be kept in a neat and orderly condition by the Owner with construction debris and trash being confined in containers or trash enclosures. Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lots who are in violation of any portion of this provision shall be required to pay to the Association any and all charges incurred by the Association to maintain such Lots. The costs incurred by the Association for mowing, bush hogging, clearing and/or otherwise maintaining any Lot and for the removal of any debris or rubbish together with interest, costs of suit and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

2. Specific Assessments. The text of Article VII, Section 13 of the Declaration is deleted in its entirety and replaced with the following:

> Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain his or her Lot and Unit as provided in this Declaration may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice. In addition, the Association shall assess against each Owner of a

vacant Lot an amount established each year by the budget for the Association's performance of the maintenance specified in Article VIII, Section 2 of the Declaration.

3. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Christina Poss
Printed Name: Christina Poss

By: _____
Graydon E. Miars, Vice President

Printed Name: Manuel Garcia

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2008 2007, by Graydon E. Miars, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced PERSONALLY KNOWN as identification.

Spielberger
Notary Public, State of Florida

CHERYL L. SPIELBERGER
MY COMMISSION # DD 580500
EXPIRES: August 7, 2010
Bonded Thru Notary Public Underwriters

Cheryl Spielberger
Print Name
My Commission Expires: AUGUST 7, 2010

INSTR #2016025648 BK: 3357 PG: 1033 Page 1 of 7
FILED & RECORDED 5/6/2016 2:24 PM AE Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court
Rec Fees: $61.00

Prepared by and return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, FL 33764

R-ENV

Cross-reference:
O.R. Book 1914
Page 989

# SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS **SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION** ("**Amendment**") is made on this 4th day of May, 2016, by **SHP GROUP LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, hereinafter referred to as "**Developer**."

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded in O.R. Book 3022, Page 1658, of the Public Records of Hernando County, Florida ("**Public Records**"), Developer is the "Developer" under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records (as the same has been amended and supplemented collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Use by Developer. In light of the slowdown in the residential real estate market during recent years, and in the interest of promoting the development of homes within the Project, Section 1.c., of Article III of the Declaration is hereby amended in its entirety to read as follows *(underlined text is added, and strike-through text is deleted)*:

> c. Use by Developer and Other Persons. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Developer shall have the right to use, and to allow Builders to use, and occupy portions of the Common Area without payment of any

rent or use fee for sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, until Developer and all Builders have sold all Lots within the Property~~, but not later than fifteen (15) years from the recording date of this Declaration~~, notwithstanding turnover of control of the Association to the Owners. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Developer and the Association shall have the right to allow the CDD to use any portion of the Common Area on such terms as the Developer or the Association deems appropriate. The Association shall also have the right and authority to allow, by rental agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or other services to the Project and the Club Owner and Club Operator. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Areas as determined from time to time by the Board, provided such use does not unreasonably interfere with the Owners' use of the Common Areas.

2. Golf Carts; Prohibited Vehicles. In the interest of the safety of the residents and guests within the Project and the potential liability of the Association, Section 25 of the Declaration, as added by Section 4 of that certain Fourth Amendment to the Declaration, recorded in O.R. Book 2369, Page 429 of the Public Records, is hereby amended in its entirety to read as follows *(underlined text is added, and strike-through text is deleted)*:

> 25. Golf Carts; Prohibited Vehicles. Owners who desire to own or operate golf carts on the roadways and any other portion of the Property shall be required to purchase golf carts of the same make, model and color as are used and required to be used by the Club with respect to the Club Property. Any golf cart used on the roadways within the Property must have headlights, rear stop lights, and such other safety features as may be prescribed by the Association, from time to time, in the Regulations. All golf carts shall be operated in accordance with, and subject to the Regulations promulgated, from to time, with respect to such operation. Only Persons of at least sixteen (16) years of age with a valid driver's license shall be permitted to operate a golf cart anywhere within the Property. Except for golf carts which comply with the foregoing terms and conditions, and satisfy the requirements of Section 26 below, no off-highway vehicles or vehicles that are not registered with the State of Florida Department of Highway Safety and Motor Vehicles (collectively,

"**Prohibited Vehicles**") shall be allowed, permitted or used on the roadways or any other portion of the Property.

3. Golf Carts. To protect the Association from liability associated with Owners' use of private golf carts within the Property, the following covenant is hereby added as Section 26 of Article IV of the Declaration:

> 26. Insurance of Private Golf Carts; Indemnity. With respect to any Owner's use of a private golf cart within the Property, such Owner shall obtain a policy of liability insurance for: (a) bodily injury or death and property damage, with minimum limits of Three Hundred Thousand Dollars ($300,000.00) for injury to or death to any one person, and Three Hundred Thousand Dollars ($300,000.00) for injury to or death of more than one person in any one accident; and (b) Twenty-Five Thousand Dollars ($25,000.00) for property damage. All premiums for such insurance shall be paid by Owner, and the coverage shall be continually maintained during the period of Owner's ownership and use of a private golf cart within the Property. Prior to operating the Owner's private golf cart within the Property, Owner shall provide the Association with a certificate from the insurance company certifying the minimum coverage required herein, and naming Southern Hills Plantation Homeowners Association, Inc. as an additional insured. The policy must provide that it may not be modified or canceled without at least thirty (30) days prior written notice to the Association. Owners are prohibited from using such Owner's private golf cart within the Property until the required insurance is obtained and evidence thereof is delivered to the Association. Owners shall be responsible to ensure that Owner and Owner's family, invitees, tenants and guests operate any private golf cart within the Property in compliance with this Declaration and any Regulations adopted by the Association pursuant thereto, and all federal, state and local laws, regulations, ordinances or other operating criteria, as applicable, and any failure to do so shall be the sole responsibility and liability of the Owner. Each Owner, for himself, herself, or itself, and for the Owner's family, invitees, tenants, and guests, releases the Association and the Association's officers, directors, members, agents and representatives (collectively, the "**Indemnified Parties**"), and agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all liability, loss, cost, injury, damage or claim arising from the use of a private golf cart by Owner, or Owner's family, invitees, tenants or guests within the property.

4. Transition of Control. Notwithstanding anything to the contrary in Section 2 of that certain Second Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 2033, Page 985 of the Public Records, Article V, Sections

2 and 3 of the Declaration are hereby replaced in their entirety and amended to read as follows *(underlined text is added, and strike-through text is deleted)*:

2. Classification. The Association has two (2) classes of voting membership:

a. Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

b. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Developer-owned Lot existing or ultimately planned or proposed for development within all phases of the Project. The provisions of Article VII of the Declaration exempting portions of the Property owned by the Developer from the Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; or (ii) ~~twenty (20) years from the recording date of this Declaration; or (iii)~~ the effective date of the Developer's written waiver of the Class B voting rights.

3. Transition of Control. Any other provision of this Article to the contrary notwithstanding, Owners other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board not later than the earliest of the events specified in Section 2.b., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board. ~~; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots or lands to be developed into Lots owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one (1) Class B Lot to three (3) Class A Lots in the overall area subject to the Declaration.~~

5. Annexation of Additional Properties. To conform to other changes being made to the Declaration, Section 1.a., of Article XI of the Declaration is hereby amended in its entirety to read as follows *(underlined text is added, and strike-through text is deleted)*:

a. General. Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time that Developer continues to own any portion of the Property ~~within twenty (20) years from the date this Declaration is recorded~~, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder; provided such additional properties and the Owner or Owners thereof other than the Developer shall become, upon their inclusion within the Property, subject to Assessments for Association expenses.

6. Amendment to Articles of Incorporation. The Articles of Incorporation attached to the Declaration as Exhibit "B", as previously amended, have been further amended as evidenced by those certain Articles of Amendment filed with the Florida Department of State, Division of Corporations, on April 26, 2016, a copy of which is attached to this Amendment.

7. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

*[Signature page follows.]*

*[Signature page- Southern Hills Declaration Seventh Amendment]*

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

Witnesses:

Printed Name: Donna J. Feldman

Printed Name:

**SHP Group LLC**
a Delaware limited liability company
By: GP Homes LLC
a Delaware limited liability company
Its: Manager

By: _____
Margaret Jennesse, Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of May, 2016, by Margaret Jennesse as Senior Vice President of GP Homes LLC, a Delaware limited liability company, as Manager of SHP Group LLC, a Delaware limited liability company, on behalf of the companies. She is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
DONNA JILL FELDMAN
MY COMMISSION #FF163732
EXPIRES October 5, 2018
(407) 398 0153 FloridaNotaryService.com

_____
Notary Public, State of Florida

_____
Print Name
My Commission Expires:

FILED

16 APR 26 PM 12:34

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF AMENDMENT**
**TO**
**ARTICLES OF INCORPORATION**
**OF**
**SOUTHERN HILLS PLANTATION**
**HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida not-for-profit corporation adopts the following amendment to its Articles of Incorporation:

AMENDMENT ADOPTED:

In order to clarify the provisions of the Articles of Incorporation and make them consistent with the Declaration, Article V, Section 1 is hereby amended in its entirety to read as follows:

> 1. Classification. This Association has two (2) classes of voting membership as provided in the Declaration, which shall have such voting rights as set forth in the Declaration.

**The date of adoption of the amendment was:** November 11, 2015.

**Adoption of Amendment:** Pursuant to Article X, Section 1(d) of the Articles of Incorporation, the Developer, through the Board of Directors who are appointed by the Developer for so long as Class B membership exists, is entitled to amend the Articles of Incorporation without the vote of the Class A Members. This Amendment has been adopted by the Board, and no Members are entitled to vote thereon.

Signed effective as of November 11, 2015.

SOUTHERN HILLS PLANTATION
HOMEOWNERS ASSOCIATION, INC.
a Florida non-for-profit corporation

By: _____
Graydon E. Miars, President and Director

# FELDMAN & MAHONEY, P.A.

Donna J. Feldman
Jessica Paz Mahoney*
Jessica Swann Ward
* Board Certified in Real Estate Law

2240 Belleair Road
Suite 210
Clearwater, Florida 33764

Telephone: 727.536.8003
Facsimile: 727.536.7270

Writer's email:
dfeldmanjflaw.com


VIA FEDERAL EXPRESS

May 13, 2016

Lori Campagna, Community Association Manager
Evergreen Lifestyles Management
13506 Summerport Village Parkway
Suite 1801
Windermere, Florida 34786

Re: Southern Hills Plantation

Dear Lori:

Enclosed for the Association's records is the *original* Seventh Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded in O.R. Book 3357, Pages 1 - 7, of the Official Records of Hernando County, Florida.

Thank you for your attention to this correspondence.

Very truly yours,

FELDMAN & MAHONEY, P.A.

Donna J. Feldman

Enclosure

Instr #2018015288 BK: 3562 PG: 550, Filed & Recorded: 3/15/2018 12:13 PM TLM Deputy Clk, #Pgs:3
Don Barbee Jr,Clerk of the Circuit Court Hernando CO FL Rec Fees: $27.00

Prepared by and return to:
Molly A. Maggiano, Esq.
1715 Monroe St.
P.O. Box 280
Fort Myers, FL 33902

# EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

This Eighth Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation ("**Amendment**") is made this 12th day of February, 2017 by SHP Group LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 **("Developer")**.

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded in O.R. Book 3022, Page 1658, of the Public Records of Hernando County, Florida ("**Public Records**"), Developer is the "Developer" under that certain Declaration of Covenants and Restrictions recorded in O.R. Book 1914, Page 989, of the Public Records, as the same has been amended and supplemented (the "**Declaration**"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right, without the consent or joinder of any party, to amend the Declaration.

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article VIII, Section 2 of the Declaration is hereby amended as follows (*with underlining indicating text added, and strike-out indicating deleted text*):

> 2. Maintenance. Once a Lot has been sold by Developer, each Owner, at his or her expense, shall be responsible to maintain in good order and keep in attractive condition, free from overgrowth, weeds and rubbish, and in accordance with Hernando and/or City of Brooksville regulations, as well as the Regulations, all portions of his or her Lot and any improvements located thereon, from time to time. As to Lots on which vertical improvements have not yet been constructed or commenced (i.e., a vacant Lot), ~~the Association~~ each Owner, at his or her expense, shall cause each such vacant Lot to be bush hogged and otherwise maintained in good order and kept in attractive condition in accordance with the Regulations and/or Design Review Manual, as such may be amended from time to time, ~~at least twice per year, and otherwise as deemed necessary by the~~

~~Board to keep such Lots free from overgrowth and weeds and other noxious growth,~~ until the time that construction of improvements on such Lot commences. Once construction of improvements has commenced on a Lot, and during all periods of construction on such Lot, the Lot shall be kept in a neat and orderly condition by the Owner, with construction debris and trash being confined in containers or trash enclosures. Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lots who are in violation of any portion of this provision shall be required to pay to the Association any and all charges incurred by the Association to maintain such Lots. The costs incurred by the Association for mowing, bush hogging, clearing and/or otherwise maintaining any Lot and for the removal of any debris or rubbish, together with interest, costs of suit and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

2. Article V, Section 5, of the Declaration is hereby amended as follows (*with underlining indicating text added, and strike-out indicating deleted text*):

5. Multiple Lots. Any Owner having fee title to one or more contiguous Lots may elect to keep such Lots separate or consolidate them. Any Owner may consolidate contiguous Lots by recording in the Public Records a written declaration stating that the Owner, for himself, his assigns, heirs and successors in title to such Lots, shall forever keep such Lots consolidated and united, and never sell or otherwise transfer such Lots except as so consolidated and united, nor construct upon or use such Lots for more than one (1) Residential Unit. Such written declaration shall provide that it may not be amended, modified or terminated without the written consent of the Association. If such Lots are consolidated as provided in this Section, and the Owner provides a copy of the recorded declaration to the Association, then such Owner shall have one (1) vote as to all such Lots (and not as to each Lot), and all such Lots (rather than each Lot) shall be subject to one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration. If any Owner of one or more contiguous Lots does not so consolidate such Lots, then such Owner shall have one (1) vote for each Lot, and each Lot shall be subject to one (1) Annual Maintenance Assessment and one (1) of each of the other Assessments provided for in this Declaration as if each Lot were owned by a different Owner. Effective as of the date of recording of this Amendment, any consolidation of Lots as provided in this Section must be completed prior to a Residential Unit being constructed upon either of the Lots to so be consolidated. Consolidation of Lots after a Residential Unit has been constructed upon a Lot shall not be permitted. Construction of a Residential Unit and/or the installation of any improvement upon any consolidated Lot(s) shall be subject to the architectural review requirements set forth in Article IX of this Declaration.

3. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this

Amendment, the Declaration, as previously amended and/or supplemented, shall remain unchanged, and the Declarant hereby ratifies and reaffirms the same.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 12th day of February, 2017.

WITNESSES:

Ellen Johnson
Signature of Witness #1

Ellen Johnson
Printed/Typed Name of Witness #1

Lori Campagna
Signature of Witness #2

Lori Campagna
Printed/Typed Name of Witness #2

DEVELOPER:

**SHP Group LLC, a Delaware limited liability company**

By: GP Homes LLC, a Delaware limited liability company
Its: Manager

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 12th day of February, 2017, by Graydon E. Miars as Vice President of GP Homes LLC, a Delaware limited liability company, Manager of SHP Group LLC, a Delaware limited liability company, on behalf of the companies. He [✓] is personally known to me or [ ] has produced _____ as identification.

My Commission Expires:

ELLEN JOHNSON
MY COMMISSION # FF 213451
EXPIRES: May 28, 2019
Bonded Thru Notary Public Underwriters

Ellen Johnson
Notary Public

Ellen Johnson
Print/Type Name of Notary

Commission No: FF 213451

Doc # 2245437

**Instr #2021090393 BK: 4092 PG: 1348, Filed & Recorded: 12/1/2021 8:51 AM SMB Deputy Clk, #Pgs:3**
**Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $27.00**

Prepared by and return to:

Molly A. Maggiano, Esq.
Goede, DeBoest & Cross, P.A.
6609 Willow Park Drive, Second Floor
Naples, Florida 34109

# NINTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

This Ninth Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation ("**Amendment**") is made this 29th day of November, 2021 by SHP Developers LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 ("Developer").

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded in Official Records Book 3979, Page 1888 of the Public Records of Hernando County, Florida ( "**Public Records**"), Developer is the "Developer: under that certain Declaration of Covenants and Restrictions recorded in Official Records Book 1914, Page 989, of the Public Records, as the same has been supplemented and amended (the "**Declaration**"); and

WHEREAS, pursuant to Article XII, Section 3.a. of the Declaration, Developer has the right, without the joinder or consent of any party, to amend the Declaration; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment.

NOW THEREFORE, Developer hereby amend the Declaration in the following respects and declares that all of the Property shall be held, sold, and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article IV, Section 26 of the Declaration is hereby amended as follows (*with underlining indicating text added, and strike-out indicating deleted text*):

> 26. Insurance of Private Golf Carts; Indemnity. With respect to any Owner's use of a private golf cart within the Property, such Owner shall obtain a policy of liability insurance <u>which provides bodily injury, death and property damage coverage in such minimum limits as determined by the Association from time to time as set forth in the Regulations or by resolution of the Board.</u> ~~for: (a) bodily injury or death and property damage, with~~

~~minimum limits of Three Hundred Thousand Dollars ($300,000) for injury to or death to any one person, and Three Hundred Thousand Dollars ($300,000) for injury to or death of more than one person in any one accident; and (b) Twenty Five Thousand Dollars ($25,000) for property damage~~. All premiums for such insurance shall be paid by Owner, and the coverage shall be continually maintained during the period of Owner's ownership and use of a private golf cart within the Property. Prior to operating the Owner's private golf cart within the Property, Owner shall provide the Association with a certificate from the insurance company certifying the minimum coverage required herein, and naming Southern Hills Plantation Homeowners Association, Inc. as an additional insured. The policy must provide that it may not be modified or cancelled without at least thirty (30) days prior written noticed to the Association. Owners are prohibited from using such Owner's private golf cart within the Property until the required insurance is obtained and evidence thereof is delivered to the Association. Owners shall be responsible to ensure that Owners and Owner's family, invitees, tenants and guests operate any private golf carts within the Property in compliance with this Declaration and any Regulation adopted by the Association pursuant thereto, and all federal, state and local laws, regulations, ordinances or other operating criteria, as applicable, and any failure to do so shall be the sole responsibility and liability of the Owner. Each Owner, for himself, herself, or itself, and for the Owner's family, invitees, tenants and guests releases the Association and the Association's officers, directors, members, agents and representatives (collectively, the "**Indemnified Parties**"), and agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all liability, loss, cost, injury, damage or claim arising from the use of a private golf cart by Owner, Owner's family, invitees, tenants or guests within the Property.

2. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended and/or supplemented, shall remain unchanged, and the Developer hereby ratifies and reaffirms the same.

[*remainder of page intentionally blank*]

IN WITNESS WHEREOF, the Developer has executed this Amendment this 29th day of November, 2021.

WITNESSES:

Signature of Witness #1

Printed Name of Witness #1

Signature if Witness #2

CHERI SCHRUBBE
Printed Name of Witness #2

DEVELOPER:

SHP Developers LLC, a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by [✓] physical presence or [_] online notarization this 2nd day of November, 2021, by Graydon E. Miars as Vice President of SHP Developers LLC, a Delaware limited liability company, on behalf of the company. Her is [✓] personally known to me or [_] has produced _____ as identification.

My Commission Expires:

ELLEN JOHNSON
MY COMMISSION # GG 323399
EXPIRES: May 28, 2023
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name of Notary

Commission No: GG 323399

Instr #2023021366 BK: 4285 PG: 1624, Filed & Recorded: 4/18/2023 8:50 AM CVW Deputy Clk, #Pgs:5
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $44.00
NOTE: SOME ENTRIES ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.

**Prepared by and return to:**

**Wesley K. Jones, Esquire**
**GLAUSIER KNIGHT JONES, PLLC**
**400 North Ashley Drive, Suite 2020**
**Tampa, FL 33602**

# TENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (this "**Amendment**") is made on this 30th day of March, 2023 by SHP Developers LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded in O.R. Book 3022, Page 1658, of the Public Records of Hernando County, Florida ("**Public Records**"), Developer is the "Developer" under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records (as the same has been amended and supplemented collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article XII, Section 3.a. of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article V, Section 5 of the Declaration of Covenants and Restrictions for Southern Hills Plantation is hereby amended to read as follows *(double underlined text is added, and strike-through text is deleted)*:

   5. Multiple Lots. Following the recording of this Amendment, no Owner shall be permitted to consolidate contiguous Lots. An Owner who previously consolidated two or more contiguous Lots in accordance with this section shall continue to have one (1) vote and the consolidated Lot will be subject to

one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration for the remainder of their ownership of said consolidated Lot. However, if the Owner of a consolidated Lot sells or transfers the consolidated Lot (or any portion thereof), the recorded Declaration of Unity of Title pertaining to consolidated Lot shall be deemed terminated upon the transfer of title and the new owner shall be entitled to one (1) vote for each Lot and each Lot will be subject to one (1) Annual Maintenance Assessment and all other Assessments that accrued against the Lot before the consolidation. ~~Any Owner having fee title to one or more contiguous Lots may elect to keep such Lots separate or consolidate them. Any Owner may consolidate contiguous Lots by recording in the Public Records a written declaration stating that the Owner, for himself, his assigns, heirs and successors in title to such Lots,~~ Owners of a previously consolidated Lot shall forever keep such Lots consolidated and united, and never sell or otherwise transfer such Lots except as so consolidated and united, nor construct upon or use such Lots for more than one (1) Residential Unit. If an Owner of a previously consolidated Lot violates any of the terms and conditions contained in this Declaration or in the recorded Declaration of Unity of Title, the Association has the right to terminate the consolidation upon written notice to the Owner and to pursue enforcement action as provided in the Declaration of Unity of Title. ~~Such written declaration shall provide that it may not be amended, modified or terminated without the written consent of the Association. If such Lots are consolidated as provided in this section, and the Owner provides a copy of the recorded declaration to the Association, then such Owner shall have one (1) vote as to all such Lots (and not as to each Lot), and all such Lots (rather than each Lot) shall be subject to one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration. If any Owner of one or more contiguous Lots does not so consolidate such Lots, then such Owner shall have one (1) vote for each Lot, and each Lot shall be subject to one (1) Annual Maintenance Assessment and one (1) of each of the other Assessments provided for in this Declaration as if each Lot were owned by a different Owner. Effective as of the date of recording of this Amendment, any consolidation of Lots as provided in this Section must be completed prior to a Residential Unit being constructed upon either of the Lots to so be consolidated. Consolidation of Lots after a Residential Unit has been constructed upon a Lot shall not be permitted. Construction of a Residential Unit and/or the installation of any improvement upon any consolidated Lot(s) shall be subject to the architectural review requirements set forth in Article IX of this Declaration.~~

Owners who elect to consolidate contiguous Lots shall continue to have one (1) vote for each Lot, and each Lot shall r subject to one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration as if each Lot were owned by a different Owner.

Any Owner having fee title to one or more contiguous Lots may elect to keep such Lots separate or consolidate them. Any Owner may consolidate contiguous Lots by recording in the Public Records a written declaration stating that the Owner, for himself, his assigns, heirs and successors in title to such Lots, shall forever keep such Lots consolidated and united, and never sell or otherwise transfer such Lots except as so consolidated and united, nor construct upon or use such Lots for more than one (1) Residential Unit. Such written declaration shall provide that it may not be amended, modified or terminated without the written consent of the Association. ~~If such Lots are consolidated as provided in this section, and the Owner provides a copy of the recorded declaration to the Association, then such Owner shall have one (1) vote as to all such Lots (and not as to each Lot), and all such Lots (rather than each Lot) shall be subject to one (1) Annual Maintenance Assessment and the other Assessments provided for in this Declaration.~~ If any Owner of one or more contiguous Lots does not so consolidate such Lots or consolidates the Lots after the effective date of this Tenth Amendment, then such Owner shall have one (1) vote for each Lot, and each Lot shall be subject to one (1) Annual Maintenance Assessment and one (1) of each of the other Assessments provided for in this Declaration as if each Lot were owned by a different Owner. ~~Effective as of the date of recording of this Amendment,~~ aAny consolidation of Lots as provided in this Section must be completed prior to a Residential Unit being constructed upon either of the Lots to so be consolidated. Consolidation of Lots after a Residential Unit has been constructed upon a Lot shall not be permitted. Construction of a Residential Unit and/or the installation of any improvement upon any consolidated Lot(s) shall be subject to the architectural review requirements set forth in Article IX of this Declaration.

2. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

*[Signature page follows]*

*[Signature page – Tenth Amendment to Southern Hills Declaration]*

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:

Signature of Witness #1

Printed Name of Witness #1

Cheri Schrubbe

Signature of Witness #2

CHERI Schrubbe

Printed Name of Witness #2

DEVELOPER

SHP Developers, LLC, a Delaware limited liability company

By: _____

Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 30th day of March, 2023, by Graydon E. Miars, on behalf of SHP Developers, LLC, a Delaware limited liability company. He/she is personally known to me.

NOTARY PUBLIC, State of Florida

My Commission Expires: 5/28/23

ELLEN JOHNSON
MY COMMISSION # GG 323399
EXPIRES: May 28, 2023
Bonded Thru Notary Public Underwriters

## JOINDER

Southern Hills Plantation Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby join in the Tenth Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of the Association on the date indicated below.

WITNESSES:

Cheri Schrubbe
Signature of Witness #1

Cheri Schrubbe
Printed Name of Witness #1

Judith Kirtley
Signature of Witness #2

Judith Kirtley
Printed Name of Witness #2

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.

By: Ellen Johnson
President

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30 day of March, 2023, by Ellen Johnson, as President of the Board of Directors of Southern Hills Plantation Homeowners Association, Inc., who is personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing instrument and acknowledges the execution thereof to be the free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

NOTARY PUBLIC, State of Florida

Ashley E Hill
My Commission Expires:
8/23/25

Notary Public State of Florida
Ashley E Hill
My Commission
HH 168269
Exp. 8/23/2025

**Instr #2023059028 BK: 4343 PG: 1138, Filed & Recorded: 9/19/2023 9:26 AM TR Deputy Clk, #Pgs:6**
**Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $52.50**

**Prepared by and return to:**

**Wesley K. Jones, Esquire**
**GLAUSIER KNIGHT JONES, PLLC**
**400 North Ashley Drive, Suite 2020**
**Tampa, FL 33602**

# ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION

THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (this "**Amendment**") is made on this 6th day of September, 2023 by SHP Developers LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded in O.R. Book 3022, Page 1658, of the Public Records of Hernando County, Florida ("**Public Records**"), Developer is the "Developer" under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records (as the same has been amended and supplemented collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article XII, Section 3.a. of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

I. Article V, Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following:

> 5. Multiple Lots. Attached hereto as **Exhibit "A"** is a list of all consolidated Lots containing a Residential Unit, which have been approved by the Association. The Owners of the consolidated Lots listed in Exhibit "A", and their successors and assigns, shall continue to have one (1) vote for the consolidated Lot and the consolidated Lot shall be subject to one (1) Annual Maintenance Assessment so

**BK: 4343 PG: 1139**

long as the consolidated Lot is kept consolidated and united and no more than one (1) Residential Unit is ever constructed upon the consolidated Lot.

Following the recording of this Eleventh Amendment, the Association will no longer permit the consolidation of contiguous Lots.

If an Owner of a previously consolidated Lot listed in Exhibit "A" violates any of the terms and conditions contained in this Declaration or in the recorded Declaration of Unity of Title, the Association reserves the right to terminate the consolidation upon written notice to the Owner and to pursue enforcement action as provided in the Declaration of Unity of Title. If a consolidation is terminated by the Association, the Owner shall be responsible for paying one (1) Annual Maintenance Assessment on each Lot and shall have one (1) vote for each Lot, commencing upon the effective date of the termination.

II. Article VIII, Section 2 of the Declaration is hereby amended to read as follows *(double underlined text is added, and strike-through text is deleted)*:

2. Maintenance. Once a Lot has been sold by Developer, each Owner, at his or her expense, shall be responsible to maintain in good order and keep in attractive condition, free from overgrowth, weeds and rubbish, and in accordance with Hernando and/or City of Brooksville regulations, as well as the Regulations, all portions of his or her Lot and any improvements located thereon, from time to time. As to Lots on which vertical improvements have not yet been constructed or commenced (i.e., a vacant Lot), each Owner, at his or her expense, shall cause each such vacant Lot to be bush hogged and otherwise maintained in good order and kept in attractive condition in accordance with the Regulations and/or Design Review Manual, as such may be amended from time to time, until the time that construction of improvements on such Lot commences. Once construction of improvements has commenced on a Lot, and during all periods of construction on such Lot, the Lot shall be kept in a neat and orderly condition by the Owner, with construction debris and trash being confined in containers or trash enclosures. Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot. Each Owner of a Lot on which improvements have been constructed shall maintain, repair, and replace the lawn and other landscaped areas, the sidewalk, street gutters, and all other property located in the public right-of-way or Common Areas, if any, between such Owner's property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. The Board of Directors is given specific authority to promulgate written rules and regulations regarding maintenance of the Lots, including, but not limited to, property encompassed by any easement, from the Lot boundary to the beginning of the roadway abutting the Lot, including, but not limited to, the sidewalks, street

gutters and the property between the sidewalk and the roadway. Owners of Lots who are in violation of any portion of this provision or any rules and regulations promulgated by the Board of Directors shall be required to pay to the Association any and all charges incurred by the Association to maintain such Lots. The costs incurred by the Association for mowing, bush hogging, clearing and/or otherwise maintaining any Lot and for the removal of any debris or rubbish, together with interest, costs of suit and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

III. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

[Signature on the Following Page]

**BK: 4343 PG: 1141**

IN WITNESS WHEREOF, Developer has executed this Amendment on the date first stated above.

WITNESSES:

Signature of Witness #1

Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

DEVELOPER

SHP Developers, LLC, a Delaware limited liability company

By: _____
Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 6th day of September, 2023, by Graydon E. Miars, on behalf of SHP Developers, LLC, a Delaware limited liability company. He/she is personally known to me.

NOTARY PUBLIC, State of Florida

My Commission Expires:

ELLEN JOHNSON
MY COMMISSION # HH 367096
EXPIRES: May 26, 2027

**BK: 4343 PG: 1142**

## JOINDER

Southern Hills Plantation Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby join in the Eleventh Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of the Association on the date indicated below.

WITNESSES:

Signature of Witness #1

Cheri Schrubbe
Printed Name of Witness #1

Signature of Witness #2

Scott Lyman
Printed Name of Witness #2

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.

By: Ellen Johnson
President

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 6th day of December, 2023, by Ellen Johnson, as President of the Board of Directors of Southern Hills Plantation Homeowners Association, Inc., who is personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing instrument and acknowledges the execution thereof to be the free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

NOTARY PUBLIC, State of Florida

My Commission Expires: 8/23/25

Notary Public State of Florida
Ashley E Hill
My Commission
HH 168269
Exp. 8/23/2025

**BK: 4343 PG: 1143**

## EXHIBIT "A" TO THE ELEVENTH AMENDMENT TO THE DECLARATION

## CONSOLIDATED LOTS WITH RESIDENTIAL UNITS

| | Owner | Parcel ID | Legal Description |
|---|---|---|---|
| 1 | Webb | R03 223 19 3574 0160 0370 | SOUTHERN HILLS PLANTATION PH3 BLK 16 LOTS 37 & 36 |
| 2 | Ford | R04 223 19 3571 0002 0190 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 18 & 19 |
| 3 | Tomashosky | R04 223 19 3571 0002 0410 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 41 & 40 |
| 4 | Russell and Hefley | R04 223 19 3571 0002 0560 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 56 & 57 |
| 5 | Fredlund | R03 223 19 3574 0160 0490 | SOUTHERN HILLS PLANTATION PH3 BLK 16 LOTS 49 & 50 |
| 6 | Weston | R04 223 19 3573 0080 0020 | SOUTHERN HILLS PLANTATION PH2A BLK 8 LOTS 2 & 3 |
| 7 | Shuayb | R10 223 19 3572 0130 0120 | SOUTHERN HILLS PLANTATION PH 2 BLK 13 LOTS 12 & 13 |
| 8 | Morsani | R03 223 19 3574 0170 0130 | SOUTHERN HILLS PLANTATION PH3 BLK 17 LOTS 13 & 14 |
| 9 | Kanaar | R04 223 19 3571 0005 0250 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 25 & 26 |
| 10 | 20043-20063 English Walnut Place Properties, LLC | R10 223 19 3572 0120 0360 | SOUTHERN HILLS PLANTATION PH 2 BLK 12 LOTS 36 & 37 |
| 11 | Kemerer | R10 223 19 3572 0120 0290 | SOUTHERN HILLS PLANTATION PH 2 BLK 12 LOTS 29,30 & 28 (OR BK 3004 PG 72) |
| 12 | Mignoli | R10 223 19 3572 0120 0340 | SOUTHERN HILLS PLANTATION PH 2 BLK 12 LOTS 34 & 35 |
| 13 | Sagheer | R03 223 19 3575 0006 0130 | SOUTHERN HILLS PLTN HILLTOP BLK 6 LOTS 13 & 12 (OR BK 2412 PG 1581) |
| 14 | Shuayb | R03 223 19 3575 0006 0010 | SOUTHERN HILLS PLTN HILLTOP BLK 6 LOTS 1 & 2 |
| 15 | Gonzalez | R10 223 19 3572 0100 0140 | SOUTHERN HILLS PLANTATION PH 2 BLK 10 LOTS 14 & 15 |
| 16 | Petrillo | R10 223 19 3572 0100 0510 | SOUTHERN HILLS PLANTATION PH 2 BLK 10 LOTS 50 & 51 & 52 |
| 17 | Mayberry | R10 223 19 3572 0120 0040 | SOUTHERN HILLS PLANTATION PH 2 BLK 12 LOTS 4 & 5 |
| 18 | Miklinski | R10 223 19 3572 0110 0310 | SOUTHERN HILLS PLANTATION PH 2 BLK 11 LOTS 31 & 32 |
| 19 | Claudia I. Lambert Living Trust dated January 13, 2021 | R04 223 19 3571 0005 0650 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 65 & 66 |
| 20 | Morton | R04 223 19 3571 0005 0610 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 61 & 60 |
| 21 | Petrie and Burris | R04 223 19 3571 0005 0710 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 70, 71 & 72 |
| 22 | Winker | R04 223 19 3571 0005 0630 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 63 & 64 |
| 23 | Buckner | R03 223 19 3576 0190 0030 | SOUTHERN HILLS PLANTATION PHASE 3-A-1 BLK 19 LOTS 3 & 4 |
| 24 | Grabert | R03 223 19 3576 0190 0010 | SOUTHERN HILLS PLANTATION PHASE 3-A-1 BLK 19 LOTS 1 & 2 |
| 25 | Shields | R04 223 19 3571 0005 0510 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 51 & 52 |
| 26 | Blagg | R10 223 19 3572 0110 0750 | SOUTHERN HILLS PLANTATION PH 2 BLK 11 LOTS 75 & 76 |
| 27 | McDaniel | R04 223 19 3571 0007 0150 | SOUTHERN HILLS PLANTATION PH 1 BLK 7 LOTS 15 & 16 |
| 28 | Tomlin | R10 223 19 3572 0110 0710 | SOUTHERN HILLS PLANTATION PH 2 BLK 11 LOTS 71 & 70 |
| 29 | Johnson | R04 223 19 3571 0001 0120 | SOUTHERN HILLS PLANTATION PH 1 BLK 1 LOTS 12 & 13 |
| 30 | Ciulla | R04 223 19 3571 0002 0350 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 35 & 34 |
| 31 | Koach and Valjee | R04 223 19 3571 0002 0640 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 64 & 65 |
| 32 | McCoskrie | R04 223 19 3571 0002 0430 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 42, 43 & 44 |
| 33 | Pakan | R04 223 19 3571 0002 0460 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 46 & 47 |
| 34 | Stimpson | R04 223 19 3571 0002 0280 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 28 & 29 |
| 35 | Dross | R04 223 19 3571 0002 0260 | SOUTHERN HILLS PLANTATION PH 1 BLK 2 LOTS 26 & 27 |
| 36 | Pirkle | R04 223 19 3571 0005 0190 | SOUTHERN HILLS PLANTATION PH 1 BLK 5 LOTS 19 & 20 |

OFFICIAL RECORDS
BK: 2390 PG: 1182

Doc# 2007005056
Hernando County, Florida
01/23/2007 12:38PM
KAREN NICOLAI, Clerk

**Prepared by and when recorded mail to:**

**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

# AMENDMENT TO EXPAND AND ADD LOTS UNDER SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (SOUTHERN VALLEY MANORS NEIGHBORHOOD)

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these present does hereby amend and expand and add to the Lots encumbered by that certain Supplemental Declaration of Covenants and Restrictions for Southern Hills Plantation (Southern Valley Manors Neighborhood) ("Neighborhood Supplement"), which was recorded on March 23, 2005, in O.R. Book 1991, Page 559, of the Public Records of Hernando County, Florida, as may be amended or supplemented from time to time. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Lots") is hereby made subject to the Neighborhood Supplement, and is hereby added as a supplementary Exhibit "A" to the Neighborhood Supplement.

This Amendment is made pursuant to Paragraph 1 of the Neighborhood Supplement for the purpose of adding and submitting the Additional Lots to the Southern Valley Manors Neighborhood.

This Amendment to the Neighborhood Supplement is made this 17th day of January, 2007.

Witnesses:

Melissa Trump
Printed Name: Melissa Trump

Deborah M. Oster
Printed Name: Deborah M. Oster

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
James R. Harvey, Vice President

JOINED IN BY ASSOCIATION:

Witness:

Melissa Trump

Deborah M O'H

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of Jan, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of Jan, 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

EXHIBIT "A"

Additional Property

Lots 1 through 102, inclusive, Block 9, SOUTHERN HILLS PLANTATION PHASE 2, as per plat thereof, recorded in Plat Book 36, Pages 40 through 67, inclusive, Public Records of Hernando County, Florida.

OFFICIAL RECORDS
BK: 1923 PG: 1880

Doc# 2004081768
Hernando County, Florida
11/03/2004 2:26PM
KAREN NICOLAI, Clerk

**Prepared by and return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

26/4

# SOUTHERN HILLS GOLF
# CLUB DECLARATION OF COVENANTS

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Hampton Ridge") is presently the developer of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is a portion of the project commonly known as the Southern Hills Plantation, located in the City of Brooksville, Hernando County, Florida. Hampton Ridge is currently the owner of the real property generally depicted on Exhibit "B" attached hereto and made a part hereof located within the Southern Hills Plantation ("Club Property"). Hampton Ridge hereby declares that the Property shall be subject to the following restrictions, covenants, terms and conditions as set forth in this Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), so that the residents of Southern Hills Plantation and certain non-residents shall have access to, and the use of certain Club Facilities (as defined below), effective as of October 28, 2004.

1. Definitions.

"Assessments" shall have the meaning set forth in the Community Declaration.

"Association" shall mean Southern Hills Plantation Homeowner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Builder" shall have the meaning set forth in the Community Declaration.

"Bylaws" shall mean the Bylaws of the Club, in existence as of the date of this Club Declaration, and as may be subsequently amended and modified, from time to time, by the Club Owner.

"Club" shall mean Southern Hills Plantation Golf Club.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of this Club Declaration, which shall include at a minimum, the Club Dues, charges and sales tax associated with a Sports-Social Membership at the Club (or similar membership level which is the most basic membership category available), as set forth in Section 6.1 hereof.

membership level which is the most basic membership category available), as set forth in Section 6.1 hereof.

"Club Declaration" shall mean this Southern Hills Golf Club Declaration of Covenants, together with all amendments, supplements and modifications hereto.

"Club Documents" shall mean, collectively, this Club Declaration, the Club Membership Plan, the Bylaws and the Rules and Regulations, each as may be amended, modified and supplemented from time to time.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Declaration, together with such equipment and personalty as Club Owner determines in its sole discretion. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

"Club Dues" shall mean the dues to be paid to the Club Operator by each Owner pursuant to the provisions of Section 6.1 hereof.

"Club Membership Plan" shall mean the Southern Hills Plantation Golf Club Plan for the Offering of Memberships, as may be amended and modified from time to time, which sets forth the categories of memberships available at the Club and the privileges associated with each such membership category.

"Club Operator" shall mean the entity operating the Club, from time to time. Club Owner and/or the Association may be the Club Operator as provided in this Club Declaration. As of the date hereof, the Club Operator is Southern Hills Plantation Golf Club, LLC, a Delaware limited liability company.

"Club Owner" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Hampton Ridge is the Club Owner. Club Owner may change from time to time (e.g., Hampton Ridge may sell the Club or transfer ownership to an affiliate). Although not obligated to do so, Club Owner may identify its successors or assigns by an amendment to this Club Declaration. Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the

Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"Club Property" shall mean the real property described in Exhibit "B" attached hereto or such other real property identified as Club Property by Club Owner from time to time by written amendment to this Club Declaration.

"Commercial Space" shall have the meaning set forth in Section 3.4 hereof.

"Common Areas" shall have the meaning set forth in the Community Declaration.

"Community" shall mean the development known as "Southern Hills Plantation" to be developed as contemplated by the Community Declaration.

"Community Declaration" shall mean that certain Declaration of Covenants and Restrictions for Southern Hills Plantation Homeowner's Association, Inc., which has been or is being recorded in the Public Records, and as such Community Declaration shall be amended or modified from time to time.

"Developer" shall have the meaning set forth in the Community Declaration. At this time, the Developer is Hampton Ridge.

"Individual Use Fees" shall have the meaning set forth in Section 6.8.

"Lot" shall have the meaning set forth in the Community Declaration.

"Member" shall mean everyone who is entitled to use the Club Facilities pursuant to this Club Declaration or the Club Membership Plan. Each Owner shall be a Member; provided, however, that if such Owner has leased his or her Residential Unit to a tenant, such tenant may be the Member pursuant to the terms of the Club Membership Plan. A person shall continue to be a Member until he or she ceases to be an Owner, or a tenant who has become a Member ceases to be legally entitled to possession of the Residential Unit. In addition, Members may include persons other than Owners as provided for in the Club Membership Plan, from time to time.

"Mortgagee" shall mean the institutional and licensed holder of a first mortgage encumbering a Residential Unit.

"Outside Member" shall mean any person or entity that is not an Owner within the Southern Hills Plantation and wishes to use the Club Facilities on a temporary or permanent basis, and has applied for and been accepted for membership by the Club in accordance with the membership categories available to persons other than Owners as set forth in the Club Membership Plan or is otherwise permitted to use the Club Facilities by the Club Owner or Club

Operator. Outside Members shall be subject to the same restrictions and covenants as Members as set forth in this Club Declaration, to the extent applicable.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to a Lot. The term "Owner" shall not include Developer, Club Owner, a Builder or a Mortgagee. Once an Owner leases the Residential Unit, the tenant thereof shall be entitled to exercise the privileges of a Member with respect to such Residential Unit subject to the terms of the Club Membership Plan; however, Owner and such tenant shall be jointly and severally liable for all Club Charges.

"Public Records" shall mean the Public Records of Hernando County, Florida.

"Residential Unit" shall have the meaning set forth in the Community Declaration.

"Rules and Regulations" shall mean any rules and regulations promulgated by the Club Operator, from time to time, and as may be modified or amended.

2. Benefits of Club. Association and each Owner, by acceptance of title to a Lot within the Property, ratify and confirm this Club Declaration and agree as follows:

2.1. Term. The terms of this Club Declaration shall be covenants running with all of the Property in perpetuity, subject to the provisions for termination set forth herein.

2.2. Covenant Running with the Land. Every portion of the Property which can be improved with a Residential Unit shall be burdened with the terms of this Club Declaration, including, without limitation, the obligation to maintain membership at the most basic category of membership available at the Club as determined by the Club Owner or Club Operator from time to time, and the payment of Club Charges associated with such membership level or any other membership level maintained by the Member. As of the date hereof, such membership category is referred to as a "Sports-Social Membership". Each Owner shall automatically be approved for membership at at least such basic membership category and shall receive a credit for the initiation fee for such membership (if such Owner does not maintain a higher level of membership) in accordance with the Club Documents. This Club Declaration including, without limitation, the obligation to maintain a membership at the Club and to pay the associated Club Charges, shall run with the land. Every Owner, by acceptance of a deed to a Lot, shall automatically assume and agree to pay all Club Charges associated with such Owner's level of membership (at least at a Sports-Social Membership level), which shall become due and payable on account of such membership at the Club.

2.3. Obligation to Reference in Deeds. The grantor of any portion of the Property hereby agrees to include in any deed a statement that such deed is subject to the terms of this Club Declaration.

2.4. Benefit. By acceptance of a deed, each Owner of a Lot within the Property agrees to be bound by the terms of this Club Declaration for the purpose of binding himself/herself, and his/her successors in title and assigns to the provisions hereof. Each grantee expressly acknowledges that the Club Facilities are integrated within the scheme of development for the Community, and are within close proximity and complementary to use of such Owner's Lot. As such, each Owner acknowledges and agrees that membership at the Club is desirable and beneficial to such Owner's interest in its Lot.

2.5. Material Consideration. All persons who shall become Owners of any portion of the Community acknowledge that the provisions and enforceability of this Club Declaration were a material consideration in the initial conveyance by Developer of such real property to the Owner (or his/her predecessor in title) and that Developer would not have made such conveyance had this Club Declaration not been included and enforceable as provided for herein. Each Owner acknowledges that the Developer is initially investing substantial sums of money and time in developing the Club Facilities as an integrated enhancement in the Community, and the Club Owner may receive a pecuniary benefit from the Club.

2.6. Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Lot and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.7. Non-Exclusive License. The provisions of this Club Declaration do not grant any ownership rights in the Club, the Club Owner or the Club Operator in favor of the Association or any Members or Owners but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by the Club Documents.

3. Club Facilities.

3.1. Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Declaration.

3.2. Club Facilities. Club Owner intends to construct the Club Facilities on the Club Property which will be and shall remain the property of Club Owner, subject only to the provisions hereof. Club Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify, amend and reduce the Club Facilities at any time.

3.3. Construction of the Club. The Club Owner will construct the Club Facilities at its sole cost and expense. The Club Owner shall be the sole judge as to the plans, size, design, location, completion, schedule, materials, equipment, size and contents of the Club Facilities; provided, however the Club Owner shall construct initially an 18-hole Pete Dye signature golf course, a clubhouse (with a grill room, dining room, lounge and men's and women's locker rooms), a pro shop facility, a practice facility including a short practice course, and a spa and

fitness center with tennis courts and a swimming pool. The Club Owner shall have the unequivocal right, subject to compliance with applicable laws, to: (a) develop, construct and reconstruct, in whole or in part, the Club Facilities within the Southern Hills Plantation, and make any additions, alterations, improvements, or changes thereto; (b) without the payment of rent by Club Owner, maintain leasing and/or sales offices (for sales and resales of Lots and Residential Units), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms and facilities for the sales and resales of Lots and Residential Units; (c) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes; (d) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club Facilities or any other improvements located within the Southern Hills Plantation; (e) post, display, inscribe or affix the exterior of the Club Facilities and anywhere on the Club Property signs and other materials used in developing, constructing, selling or promoting the sale or portions of the Southern Hills Plantation; (f) conduct whatever commercial activities within the Club Facilities deemed necessary, profitable and/or appropriate by the Club Owner; (g) develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion; (h) excavate fill from any lakes or waterways within and/or contiguous to the Club Property, store fill within the Club Property and remove and/or sell excess fill from the Club Property; and (i) all activities which, in the sole opinion of the Club Owner, are necessary for the development and sale of Lots and Residential Units within the Southern Hills Plantation or other properties within or around the Southern Hills Plantation, including, without limitation, Developer's use of the Club Facilities for sales, administration, management or resale business, construction and/or related activities.

3.4. Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion ("Commercial Space"). Club Owner may permit Members to access any Commercial Space at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease any portion of the Club, including the Commercial Space, and all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Charges payable by Members.

4. Persons Entitled to Use the Club.

4.1. Rights of Members. Each Member and his or her immediate family members (to the extent provided in the Club Membership Plan) shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner pursuant to the Club Membership Plan. To the extent Club Owner makes available use of any room or facility within the Club Facilities, or access to any personal services offered at the Club (such as massage, spa treatments, lessons or social events), such rights shall be subject to availability and payment of any applicable use or service charges or fees. If a Lot or Residential Unit is owned by a

corporation, trust or other legal entity, then the Owner(s) collectively shall designate the person who will be the Member of the Club with respect to such Lot or Residential Unit in accordance with the Bylaws. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by the Club Owner.

4.2. Use by Outside Members and Persons Other than Owners and Tenants. Club Owner has the right at any and all times, and from time to time, to make the Club available to Outside Members and any other persons other than Owners and Members, as it deems appropriate, and as further described in the Club Documents. Club Owner shall establish the fees to be paid by any Outside Member of the Club. The granting of such rights shall not invalidate this Club Declaration, reduce or abate any Owner's obligations to pay Club Charges pursuant to this Club Declaration, or give any Owner the right to avoid any of the provisions of this Club Declaration.

4.3. Subordination. This Club Declaration and the rights of Members to use the Club are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; (b) the Community Declaration; and (c) easements, restrictions, limitations, conditions of record and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of the Club Owner.

5. Ownership of the Club.

5.1. Transfer of Club. Except as provided herein, the Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time. Notwithstanding anything set forth in this Club Declaration or any of the Club Documents to the contrary, upon the sale or transfer of the Club to any person or entity, after the Association has waived its right of first refusal to the extent applicable thereto, the successor Club Owner may elect to amend, modify or terminate this Club Declaration without the joinder, consent or approval of any other party.

5.2. Association's Right of First Refusal to Purchase the Club. In the event that the Club Owner receives a written offer to purchase the Club Facilities, or any portion thereof (other than the Commercial Space as to which this subsection shall not apply if the Commercial Space, alone, is being sold and conveyed) from an unaffiliated third party ("Offer"), then the Association shall have a right of first refusal to purchase the Club Facilities, or portion thereof ("Offered Facilities") for which the Club Owner has received an Offer on the terms and conditions set forth in this section. If Club Owner receives a written offer to purchase the Commercial Space and all or any material portion of the Club Facilities, then the material portion of the Club Facilities (but not the Commercial Space or any other portion of the Club Facilities) shall be subject to this right of first refusal. (For the purposes of the foregoing sentence, "material portion of the Club Facilities" shall mean a portion of the Club Facilities which, if

removed from the remainder of the Club Facilities would render the remainder of the Club Facilities unusable, necessitate the elimination of a major activity offered at the Club, or similarly have a significant impact on the Club's operation in Club Owner's reasonable discretion.) The Association's right of first refusal as set forth herein shall not apply to a transfer or conveyance by the Club Owner to an affiliate or related entity or to any license or assignment to the Club Operator or any other person or entity. Upon receipt of any Offer as to which the Association has a right of first refusal, the Club Owner shall deliver the Offer to the Association's Board of Directors. The Board of Directors shall immediately call a special meeting of the members of the Association to vote on whether or not to exercise the Association's right of first refusal as to the Offer or whether to waive such right of first refusal. If there fails to be a quorum present in person or by proxy at such meeting, then the Association shall be deemed to have waived its right of first refusal. The Association shall exercise its right of right refusal, if at all, by a vote of sixty-seven percent (67%) of the Class A members of the Association that exists as of the date of such vote. In any event, the Association's Board of Directors shall respond in writing to the Club Owner as to the Offer within forty-five (45) days of receipt of the Offer either electing to exercise the Association's right of first refusal or waiving the Association's right of first refusal as to such Offer. If the Association fails to notify the Club Owner in writing within such forty-five (45) day period, then the Association shall be deemed to have waived its right of first refusal as to such Offer, and the Club Owner shall be free to sell and convey the Offered Facilities to the person or entity who delivered the Offer to the Club Owner. If the Association elects to exercise its right of first refusal as to the Offer, then the Association shall close on the purchase of the Offered Facilities, on the terms and conditions set forth in the Offer, including, without limitation, purchase price and other monetary considerations and obligations of the parties, subject to the terms of Section 5.3 below, within ninety (90) days after receipt of the Offer from the Club Owner, and otherwise in accordance with the terms of this section. If the Association exercises its right, then only the Class A members of the Association shall be responsible for payment of the purchase price and other costs associated with the purchase, and the Class B members, if any, will have no obligation in that regard. If the Association fails to complete the purchase of the Offered Facilities within such ninety (90) day period, as evidenced by payment in cash to the Club Owner of the purchase price for such Offered Facilities, then the Club Owner shall be free to sell the Offered Facilities pursuant to the terms of the Offer. If the Club Owner subsequently negotiates with the person or entity who made the Offer for the sale of the Offered Facilities for a purchase price that is more than ten percent (10%) less than that included in the Offer or otherwise on terms materially more favorable than those presented in the Offer, then the Association shall once again have a right of first refusal to purchase the Offered Facilities at such reduced price or on such materially more favorable terms pursuant to the procedures set forth above.

5.3. Closing of Association Purchase. If the Association exercises its right of first refusal to purchase the Offered Facilities on the terms set forth in the Offer, then the following terms shall apply to the closing of such transaction (which terms shall control if they conflict with the terms of the Offer): (a) the Club Owner shall convey the Offered Facilities, together with the portion of the Club Property on which the Offered Facilities are situated, to the Association by special warranty deed; (b) the Association or the Club Owner shall pay the documentary transfer taxes and recording fees associated therewith, in the manner which the

Offer allocates such costs between the buyer and the seller; (c) the Association and the Club Owner shall prorate real property taxes, community development district assessments, and any other similar taxes or assessments associated with the Offered Facilities and the associated portion of the Club Property as of the date of the closing; (d) the Association shall receive an owner's title insurance policy, the cost of which shall be borne by the Association, as buyer, or the Club Owner, as seller, as provided in the Offer, and the Association shall, in any event, take title to the Offered Facilities and the associated portion of the Club Property subject to all easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, community development district assessments for the year of conveyance, zoning, land use regulations and survey matters; (e) the Association will assume and agree to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Offered Facilities, and the Association shall indemnify, defend and hold the Club Owner and the Club Operator harmless on account thereof; and (f) the Association shall be obligated to accept the conveyance of the Offered Facilities, together with the associated portion of the Club Property, without setoff, condition or qualification of any nature. IF THE OFFERED FACILITIES, THE PORTION OF THE CLUB PROPERTY ASSOCIATED THEREWITH, AND ANY PERSONAL PROPERTY AND EQUIPMENT LOCATED THEREON OR APPURTENANCES ASSOCIATED THEREWITH ARE CONVEYED TO THE ASSOCIATION PURSUANT TO THE TERMS OF THIS SECTION, THEN THEY SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE FACILITIES, PROPERTY, EQUIPMENT, FIXTURES AND APPURTENANCES BEING CONVEYED.

5.4. Termination of Right of First Refusal. Notwithstanding Sections 5.2 and 5.3 above to the contrary, the Association's right of first refusal, as set forth in Section 5.2, shall terminate in its entirety upon the first to occur of the Association becoming the Club Owner or the Association waiving or being deemed to have waived its right of first refusal and the Club Owner closing the sale of the Club Facilities or portion thereof.

6. Club Charges. In consideration of the construction and providing for use of the Club by the Owners, each Owner, by acceptance of a deed to a Lot shall be deemed to have specifically covenanted and agreed to pay all Club Charges set forth in the Club Membership Plan and associated price list, as modified from time to time. Club Owner presently intends to collect Club Charges on a quarterly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a monthly or annual basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Charges on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1. Dues. Each Owner shall pay, without setoff or deduction, to the Club Operator, or its designee, the membership dues associated with such Owner's membership category at the Club. At a minimum, each Owner shall pay the Sports-Social Membership dues (or similar membership level made available at the Club from time to time, which is the most basic

membership category available). The Club Dues for the Sports-Social Membership shall be $960.00 per year until January 1, 2008, after which time such Club Dues may be increased up to a maximum of fifteen percent (15%) per year. As of the date hereof, the Club Operator has elected to have the Association collect the Sports-Social Membership dues from each Owner, as and when due, and to remit the same to the Club Operator, as more particularly set forth in a separate collection agreement entered or to be entered between the Association and the Club Operator, and as provided for in the Community Declaration. Any Sports-Social Membership dues collected by the Association from any Owner who maintains a higher level of membership at the Club will be credited against the higher dues amount owed by such Owner, and the Owner shall pay any excess dues directly to the Club Operator, or its designee, at the times required by the Club Documents.

6.2. Sales Taxes. In addition to the dues and other charges included within the Club Charges, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Charges, or any portion thereof.

6.3. Builders. Builders shall have no membership rights relative to the Club, and no responsibility or liability to pay Club Charges as to any Residential Unit. If a Builder obtains a certificate of occupancy as to a Residential Unit, then no Club Charges will be due as to such Residential Unit until the Builder closes on the sale of the Residential Unit to an Owner. Upon conveyance of a Residential Unit from a Builder to an Owner, the Owner shall pay Club Charges as to the Owner's membership level.

6.4. Perpetual. Each Owner's obligation to pay Club Charges shall be perpetual regardless of whether such Residential Unit is occupied, destroyed, renovated, replaced, rebuilt or leased, subject to the Club Facilities being available for use by the Owners.

6.5. Individual Residential Units. Owners of individual Residential Units shall pay Club Charges for one (1) membership per month per Residential Unit. If an Owner owns more than one Residential Unit, Club Charges are payable for each and every Residential Unit owned by such Owner. If a Residential Unit is leased, the Owner shall remain responsible for the payment of the Club Charges.

6.6. Excuse or Postponement. Club Owner may excuse or postpone Club Charges in its sole and absolute discretion.

6.7. Club Owner's and Club Operator's Obligation. Under no circumstances shall Club Owner, the Club Operator, Developer or Builders be required to pay Club Charges. The Club Operator, or the Club Owner if there is no Club Operator, shall have the sole responsibility to maintain the Club Facilities and the Club Property, pay all costs of maintenance associated therewith, pay all real property and similar taxes associated therewith, and otherwise to provide financially for the operation of the Club Facilities and the ownership of the Club Property. In no event will any Owner be assessed on account thereof. Each Owner, by being a Member at the Club, shall be responsible only for such Member's Club Charges, which include the membership

dues, fees and charges, together with tax thereon, as specified in this Section 6 and the other Club Documents.

6.8. Individual Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Operator, specific charges, service and/or use fees and charges ("Individual Use Fees"), for individual services such as massages, spa services, tennis lessons, swimming lessons, golf lessons, cart fees, food and beverage, and similar services not otherwise included in membership at the Club. Individual Use Fees shall be payable at such time or time(s) as determined by Club Owner or Club Operator.

6.9. Commencement of First Charges. The obligation to pay Club Charges shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner from Developer or a Builder, unless waived or otherwise agreed to in writing by the Club Owner; provided however, that no Club Charges shall accrue until the earlier of the spa and fitness center facilities or golf course portion of the Club Facilities being opened by Club Operator, in its sole discretion, for use by the Owners.

6.10. Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.11. Obligation to Pay Real Estate Taxes and Other Expenses on Residential Units. Each Owner shall pay all taxes and obligations relating to his or her Residential Unit which if not paid, could become a lien against the Residential Unit superior to the lien for Club Charges created by this Club Declaration. Although a lien for Assessments payable to the Association is inferior to the lien of the Club Owner (regardless of when the lien for Assessment is filed in the Public Records), each Owner agrees to pay all Assessments when due. Association, by its consent and joinder to this Club Declaration, hereby acknowledges that the lien for Club Charges created by this Club Declaration shall be subordinate to any lien for Assessments payable to the Association.

6.12. Change In Terms of Offer. Club Owner may provide some Owners waivers or deferrals of Club Charges in Club Owner's discretion.

7. Collection Procedure.

7.1. Statement of Account Status. Upon request, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Charges have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

7.2. Collection. By separate agreement, the Club Owner directly or through the Club Operator may engage the Association to provide collection services to the Club Owner and/or the Club Operator with respect to Club Charges, or any portion thereof. The terms of any such collection agreement shall control the responsibilities of the Association from time to time, in

that regard. Notwithstanding anything to the contrary contained in the Community Declaration, by its joinder in this Club Declaration, Association agrees that in the event that Club Owner requests the Association to collect Club Charges or portions thereof, and Association collects Club Charges and Assessments from a particular Owner for any month or quarter (whether or not those funds are designated as payment of Club Charges or Assessments), those funds shall be first allocated to the payment of Club Charges, and then to the payment of Assessments for Association purposes. Notwithstanding the foregoing, if such Owner thereafter makes additional payment to the Association, such additional payments shall be applied to bring all Club Charges and Assessments for the first month of delinquency current before funds are applied to the next month's Club Charges.

7.3. Charge System. Pursuant to the terms of the Rules and Regulations, the Club Operator may require, from time to time, that each Member maintain a charge card on file with the Club, against which the Club Operator may charge any Club Charges and Individual Use Fees due from the Member on a monthly basis.

8. Creation of the Lien and Personal Obligation.

8.1. Claim of Lien. Each Owner, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Lot shall be deemed to have covenanted and agreed that the Club Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all property located thereon owned by the Owner. The lien is effective from and after recording a claim of lien in the Public Records stating the description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Declaration are recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Charges together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. If a Lot is leased, the Owner shall be liable hereunder notwithstanding any provision in his or her lease to the contrary. Such lien may be enforced by the Association at the Association's expense or by the Club Owner; however, the claim of the Club Owner for Club Charges is subordinate to all claims of the Association. Further, the lien created by this section is subordinate to any lien of the Association for Assessments.

8.2. Subordination of the Lien to Mortgages. The lien for Club Charges shall be subordinate to a bona fide first mortgage held by a Mortgagee on any Lot, if the mortgage is recorded in the Public Records prior to the claim of lien. The Club claim of lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a claim of lien encumbering the Lot or chargeable to the former Owner of

the Lot which became due prior to such sale or transfer. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Mortgagee shall give written notice to the Club Owner if the mortgage held by such Mortgagee is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event the Club Owner makes such payment on behalf of an Owner, the Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Mortgagee. All amounts advanced on behalf of an Owner pursuant to this section shall be added to Club Charges payable by such Owner with appropriate interest.

8.3. Acceleration. In the event of a default in the payment of any Club Charges and related fees and expenses, Club Owner may accelerate the Club Charges for the next ensuing twelve (12) month period.

8.4. Non-payment. If any Club Charges are not paid within thirty (30) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by the Club Owner or the Club Operator, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, and/or suspend such Owner's right to use the Club Facilities, as provided in the Bylaws. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Lot to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the claim of lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and equity, and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Charges under this Club Declaration shall be prior to the liens of Association.

8.5. Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, abandonment of the right to use, or the waiver of the right to use the Club Facilities or abandonment of a Lot.

8.6. Suspension. In addition to the foregoing remedies, Section 13 hereof and the Bylaws provide for suspension and other remedies associated with delinquencies and default in payments by Owners, all of which rights and remedies of the Club Owner and the Club Operator are hereby incorporated into this Club Declaration by this reference.

9. Control.

9.1. Control Prior to Transfer. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party. As of the date hereof, the Club Owner has licensed or intends to license to the Club Operator certain rights and obligations of the Club Owner with respect to the Club. Included among those rights is the right of the Club Operator to file liens for unpaid Club Charges, and enforce the terms of this Club Declaration, the Bylaws and Rules and Regulations of the Club.

9.2. Club Manager. At any time, Club Operator may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by the Club Operator. Without limiting the foregoing, the Club Manager, if so agreed by the Club Owner, may file liens for unpaid Club Charges against Lots, and may enforce the Rules and Regulations of the Club.

10. Attorney's Fees. If at any time the Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorney's and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

11. Rights to Pay and Receive Reimbursement. The Club Owner shall have the right, but not the obligation to pay any Club Charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowed by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

12. General Restrictions. Club Owner has adopted Rules and Regulations governing the use of the Club. Each Member, immediate family member, and other person entitled to use the Club shall comply with such Rules and Regulations as promulgated, amended and supplemented from time to time. Such Rules and Regulations are not recorded; therefore, each Owner and tenant should request a copy of the Rules and Regulations from the Club and become familiar with the same. Club Operator may waive the application of any Rules and Regulations to one or more Owners, tenants, guests, invitees, employees or agents in Club Operator's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected tenants and Owners.

13. Violation of the Rules and Regulations.

13.1. Basis For Suspension. The membership rights of a Member may be suspended by Club Owner or Club Operator if, in the sole judgment of Club Owner or Club Operator:

a. such person is not an Owner or a tenant;

b. the Member violates one or more of the Bylaws, Rules and Regulations;

c. an immediate family member, guest or other person for whom a Member is responsible violates one or more of the Bylaws, Rules and Regulations;

d. an Owner fails to pay Club Charges in a proper and timely manner; or

e. a Member, immediate family member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

The bases for suspension are set out more fully in the Bylaws, and each Owner and Tenant is directed to request a copy thereof and become familiar therewith.

13.2. Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding section, any Member's privileges to use any or all of the Club Facilities. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Charges or any other fees. During the restriction or suspension, Club Charges shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Charges and other amounts due to the Club are paid in full.

14. Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the parking areas assumes all risk of loss with respect to his or her car in the parking areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the clubhouse, fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool areas.

15. Activities. Any Member, immediate family member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, immediate family member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civic, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

16. Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

17. Indemnification of Club Owner. In addition, each Member, for itself, and its immediate family member, and guest, agrees to indemnify and hold harmless the Club Owner, the Club Operator and the Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, immediate family members, and their guests, or the interpretation of this Club Declaration, and/or any of the Club Documents and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

18. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Declaration. Neither the Association nor any Owner shall be entitled to cancellation of this Club Declaration or any abatement in Club Charges on account of any such occurrence.

19. Additional Indemnification. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Developer, any Builders, the Club Owner, the Club Operator and the Club Manager, and their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Club Property, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Declaration.

20. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof,

operate as, or be deemed to be a waiver of such breach. No waiver by Club Owner (with respect to the Association or a Member) shall be effective unless made by Club Owner in writing.

21. Waiver of Jury Trial. ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR RECORDATION OF A JOINDER, EACH OWNER AGREES THAT THIS CLUB DECLARATION COMPRISES A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB DECLARATION ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB DECLARATION, INCLUDING, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY.

22. Venue. Each Owner acknowledges regardless of where such Owner (a) executed a purchase and sale agreement, (b) resides, (c) obtains financing or (d) closed on a residential unit, this Club Declaration legally and factually was executed in Hernando County, Florida. Each Owner and Club Owner agree that the venue for resolution of any dispute shall lie exclusively in Hernando County, Florida.

23. Release. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT, CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A RESIDENTIAL UNIT, THAT THIS CLUB DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB DECLARATION, EACH OWNER DOES HERBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB DECLARATION. THIS RELEASE AND WAIVER IS

INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

24. Amendment; Supplements.

24.1. Generally. Notwithstanding any other provision herein to the contrary, no amendment to this Club Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend or terminate this Club Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend or terminate under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Declaration (and all rights and obligations hereunder) in the event of partial or full destruction of the Club, or upon sale of the Club (after the waiver of the Association's right of first refusal, if applicable) if the successor Club Owner desires to modify or terminate operation of the Club, or upon Club Owner's decision to cease operation of the Club.

24.2. Supplements. It is the current intention of the Developer and Club Owner to further supplement this Club Declaration with future phases of the Southern Hills Plantation as and when such phases are platted. The Developer or the Club Owner shall have the right, without joinder or consent of any other party, to record in the Public Records a supplement to this Club Declaration with respect to additional phases of the Southern Hills Plantation. Such supplement shall describe the real property to be added and encumbered by this Club Declaration and shall state that it is being made pursuant to the terms of this Club Declaration for the purpose of adding such property to the Property. Such supplement shall become effective upon being recorded in the Public Records.

25. Acknowledgement. HAMPTON RIDGE, THE CLUB OWNER AND THE CLUB OPERATOR DO NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY TO ANY OWNER THAT THE CLUB, THE CLUB FACILITIES, OR ANY PORTION THEREOF, SHALL REMAIN AVAILABLE TO OWNERS WITHIN SOUTHERN HILLS PLANTATION; PROVIDED, HOWEVER, THAT THE CLUB OWNER SHALL CONSTRUCT INITIALLY THE CLUB FACILITIES DESCRIBED IN SECTION 3.3 ABOVE. NOTWITHSTANDING ANYTHING SET FORTH IN THIS CLUB DECLARATION OR ANY OTHER CLUB DOCUMENTS TO THE CONTRARY, HAMPTON RIDGE, FOR ITSELF, ANY SUCCESSOR CLUB OWNER AND THE CLUB OPERATOR, RESERVES THE RIGHT TO ADD TO, MODIFY, DELETE FROM, SELL (SUBJECT TO THE ASSOCIATION'S RIGHT OF FIRST REFUSAL AS SET FORTH IN THIS CLUB DECLARATION TO THE EXTENT APPLICABLE) AND/OR DISCONTINUE OPERATIONS OF THE CLUB AND THE CLUB FACILITIES, OR PORTIONS THEREOF, AT ANY TIME.

26. Severability. Invalidation of any of the provisions of this Club Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Club Declaration shall remain in full force and effect.

27. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

28. Headings. The headings within this Club Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

IN WITNESS WHEREOF, Hampton Ridge has made this Club Declaration as of the date first above written.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Manager

By: _____
James P. Harvey, Vice President

Printed Name: Deborah M. O'Hara

Printed Name: Carol McGrath

JOINED IN TO ACKNOWLEDGE LIEN PRIORITY:

SOUTHERN HILLS PLANTATION HOMEOWNERS' ASSOCIATION, INC.,
a Florida non-profit corporation

By: _____
James P. Harvey, President

Printed Name: Deborah M. O'Hara

Printed Name: Carol McGrath

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28Th day of OCTOBER, 2004, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

Deborah M. O'H

Notary Public, State of Florida

_____

Print Name
My Commission Expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28Th day of OCTOBER, 2004, by James P. Harvey the President of Southern Hills Plantation Homeowners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

Deborah M. O'H

Notary Public, State of Florida

_____

Print Name
My Commission Expires:

# EXHIBIT "A"

## (Phase 1)

A PARCEL OF LAND LYING WITHIN SECTIONS 3, 4, 9, & 10 TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE N89°51'36"W, ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1,346.24 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THUS SAID LINE S30°11'25"E, A DISTANCE OF 110.48 FEET; THENCE S32°50'46"E, A DISTANCE OF 33.14 FEET TO THE BEGINNING OF A CURVE; THENCE 49.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 80°26'36" AND A CHORD BEARING AND DISTANCE OF S07°22'31"W, 45.20 FEET; THENCE S47°35'49"W, A DISTANCE OF 39.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 154.03 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 9.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 01°13'30" AND A CHORD BEARING AND DISTANCE OF S66°36'32"W, 9.30 FEET; THENCE S24°00'13"E, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 49.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°44'21" AND A CHORD BEARING AND DISTANCE OF S62°07'36"W, 49.26 FEET; THENCE S58°15'26"W, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE; THENCE 223.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 35°07'31" AND A CHORD BEARING AND DISTANCE OF S40°41'40"W, 220.28 FEET; THENCE S66°52'05"E, A DISTANCE OF 139.46 FEET; THENCE S13°58'50"W, A DISTANCE OF 73.87 FEET; THENCE S05°50'59"E, A DISTANCE OF 74.18 FEET; THENCE S21°31'05"E, A DISTANCE OF 74.52 FEET; THENCE S23°39'19"E, A DISTANCE OF 791.77 FEET TO THE BEGINNING OF A CURVE; THENCE 490.72 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 1,155.00 FEET, A CENTRAL ANGLE OF 24°20'34" AND A CHORD BEARING AND DISTANCE OF S11°29'02"E, 487.03 FEET; THENCE S00°41'15"W, A DISTANCE OF 312.64 FEET; THENCE S89°18'45"E, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE; THENCE 110.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF N68°49'14"E, 108.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.13 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 20°33'15" AND A CHORD BEARING AND DISTANCE OF N57°13'51"E, 76.72 FEET; THENCE N04°42'05"W, A DISTANCE OF 152.41 FEET; THENCE N85°17'55"E, A DISTANCE OF 112.06 FEET; THENCE S80°58'39"E, A DISTANCE OF 40.98 FEET; THENCE S78°41'55"E, A DISTANCE OF 45.74 FEET TO THE BEGINNING OF A CURVE; THENCE 823.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1,127.00 FEET, A CENTRAL ANGLE OF 41°53'07" AND A CHORD BEARING AND DISTANCE OF S57°45'22"E, 805.65 FEET; THENCE S36°48'48"E, A DISTANCE OF 545.53 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 634.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 172°10'14" AND A CHORD BEARING AND DISTANCE OF S60°26'46"W, 421.02 FEET; THENCE N33°28'07"W, A DISTANCE OF 76.34 FEET; THENCE N06°11'37"W, A DISTANCE OF 116.20 FEET; THENCE N36°48'48"W, A DISTANCE OF 316.12 FEET TO THE BEGINNING OF A CURVE; THENCE 557.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 773.00 FEET, A CENTRAL ANGLE OF 41°18'51" AND A CHORD BEARING AND DISTANCE OF N57°28'14"W, 545.39 FEET; THENCE S85°37'09"W, A DISTANCE OF 88.89 FEET; THENCE N04°22'51"W, A DISTANCE OF 143.93 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 47.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 18°57'10" AND A CHORD BEARING AND DISTANCE OF S56°25'49"W, 47.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE 164.11 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 160.15 FEET; THENCE N89°18'45"W, A DISTANCE OF 96.00 FEET; THENCE S00°41'15"W, A DISTANCE OF 404.80 FEET; THENCE S89°49'35"E, A DISTANCE OF 93.68 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 379.25 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 546.97 FEET, A CENTRAL ANGLE OF 39°43'38" AND A CHORD BEARING AND DISTANCE OF S69°57'42"E, 371.70 FEET; THENCE S50°05'57"E, A DISTANCE OF 146.86 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 328.61 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 90°31'05" AND A CHORD BEARING AND DISTANCE OF S05°13'57"E, 295.48 FEET; THENCE S54°48'13"E, A DISTANCE OF 90.72 FEET; THENCE S11°48'23"E, A DISTANCE OF 169.82 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 136.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 90.01 FEET, A CENTRAL ANGLE OF 87°04'08" AND A CHORD BEARING AND DISTANCE OF S31°43'09"W, 124.00 FEET; THENCE S75°15'45"W, A DISTANCE OF 70.38 FEET; THENCE S59°49'08"W, A DISTANCE OF 77.40 FEET TO THE BEGINNING OF A CURVE; THENCE 28.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°08'04" AND A CHORD BEARING AND DISTANCE OF S76°23'10"W, 28.51 FEET; THENCE N87°02'48"W, A DISTANCE OF 93.97 FEET; THENCE N70°17'59"W, A DISTANCE OF 38.62 FEET TO THE BEGINNING OF A CURVE; THENCE 33.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°14'44" AND A CHORD BEARING AND DISTANCE OF N89°25'21"W, 32.76 FEET; THENCE S71°27'17"W, A DISTANCE OF 92.61 FEET TO THE BEGINNING OF A CURVE; THENCE 27.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,

CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 31°29'07" AND A CHORD BEARING AND DISTANCE OF S55°42'44"W, 27.13 FEET; THENCE S39°58'10"W, A DISTANCE OF 87.61 FEET TO THE BEGINNING OF A CURVE; THENCE 15.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°56'56" AND A CHORD BEARING AND DISTANCE OF S48°56'38"W, 15.60 FEET; THENCE S57°55'06"W, A DISTANCE OF 58.89 FEET TO THE BEGINNING OF A CURVE; THENCE 48.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°54'41" AND A CHORD BEARING AND DISTANCE OF S85°52'27"W, 46.88 FEET; THENCE N66°10'13"W, A DISTANCE OF 22.26 FEET TO THE BEGINNING OF A CURVE; THENCE 72.24 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°46'59" AND A CHORD BEARING AND DISTANCE OF N24°46'43"W, 66.12 FEET; THENCE N70°54'27"W, A DISTANCE OF 141.04 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 163.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 10°49'15" AND A CHORD BEARING AND DISTANCE OF S24°30'11"W, 163.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE 113.99 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 06°26'04" AND A CHORD BEARING AND DISTANCE OF S26°41'46"W, 113.93 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.81 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 50.00 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.81 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 411.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 23°14'03" AND A CHORD BEARING AND DISTANCE OF S08°13'26"E, 408.78 FEET TO A POINT OF COMPOUND CURVE; THENCE 532.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 83°31'52" AND A CHORD BEARING AND DISTANCE OF S61°36'24"E, 486.24 FEET; THENCE N76°37'40"E, A DISTANCE OF 578.22 FEET TO THE BEGINNING OF A CURVE; THENCE 895.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 78°53'29" AND A CHORD BEARING AND DISTANCE OF S63°55'35"E, 825.95 FEET; THENCE S24°28'50"E, A DISTANCE OF 853.24 FEET TO THE BEGINNING OF A CURVE; THENCE 214.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 33°42'34" AND A CHORD BEARING AND DISTANCE OF S41°20'07"E, 211.66 FEET; THENCE N15°52'01"E, A DISTANCE OF 178.08 FEET; THENCE N90°00'00"E, A DISTANCE OF 26.53 FEET; THENCE N10°06'23"W, A DISTANCE OF 971.15 FEET; THENCE N79°53'37"E, A DISTANCE OF 155.66 FEET; THENCE S46°01'20"E, A DISTANCE OF 120.76 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 55.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 23°20'50" AND A CHORD BEARING AND DISTANCE OF N68°13'12"E, 54.63 FEET; THENCE N79°53'37"E, A DISTANCE OF 265.44 FEET TO THE BEGINNING OF A CURVE; THENCE 41.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 17°27'39" AND A
CHORD BEARING AND DISTANCE OF N88°37'26"E, 40.98 FEET; THENCE N07°21'16"E, A DISTANCE OF 51.22 FEET; THENCE N72°29'17"E, A DISTANCE OF 198.18 FEET; THENCE N39°30'41"W, A DISTANCE OF 209.15 FEET; THENCE N05°02'15"E, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 498.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 85°19'26" AND A CHORD BEARING AND DISTANCE OF S42°18'02"E, 454.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.56 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE EAST, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD BEARING AND DISTANCE OF S08°01'25"E, 77.29 FEET; THENCE S16°24'31"E, A DISTANCE OF 227.70 FEET TO THE BEGINNING OF A CURVE; THENCE 156.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 26°49'21" AND A CHORD BEARING AND DISTANCE OF S02°59'51"E, 155.40 FEET; THENCE S10°24'50"W, A DISTANCE OF 237.62 FEET TO THE BEGINNING OF A CURVE; THENCE 273.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 46°46'06" AND A CHORD BEARING AND DISTANCE OF S33°47'53"W, 265.92 FEET; THENCE S57°10'56"W, A DISTANCE OF 67.78 FEET TO THE BEGINNING OF A CURVE; THENCE 239.64 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 772.29 FEET, A CENTRAL ANGLE OF 17°46'44" AND A CHORD BEARING AND DISTANCE OF S48°17'33"W, 238.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 229.17 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 30°11'07" AND A CHORD BEARING AND DISTANCE OF S54°29'45"W, 226.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE 21.89 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF S27AN°46'42"W, 20.00 FEET; THENCE S75°58'04"W, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 21.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF N55°50'33"W, 20.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE 532.66 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 70°09'34" AND A CHORD BEARING AND DISTANCE OF N62°34'23"W, 500.00 FEET; THENCE N25°06'39"W, A DISTANCE OF 54.72 FEET;THENCE S65°31'10"W, A DISTANCE OF 190.00 FEET; THENCE S16°04'15"W, A DISTANCE OF 77.04 FEET TO THE BEGINNING OF A CURVE; THENCE 292.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.56 FEET, A CENTRAL ANGLE OF 80°17'32" AND A CHORD BEARING AND DISTANCE OF S56°13'01"W, 268.93 FEET; THENCE S52°45'26"W, A DISTANCE OF 153.20 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE;

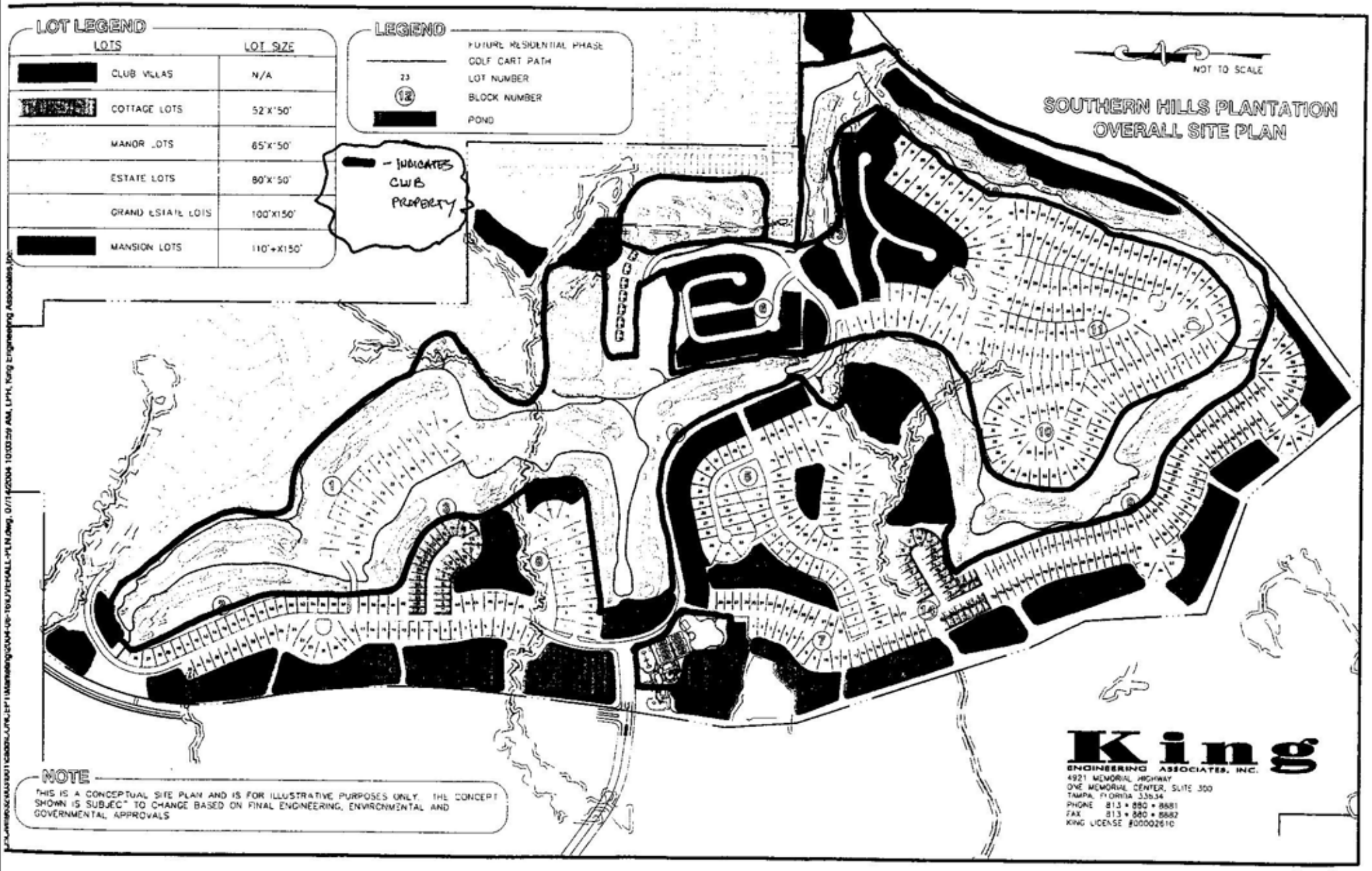
THENCE 421.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 116°04'20" AND A CHORD BEARING AND DISTANCE OF S57°38'46"W, 352.93 FEET; THENCE N69°43'37"W, A DISTANCE OF 60.27 FEET;THENCE N87°45'32"W, A DISTANCE OF 317.38 FEET; THENCE S88°58'47"W, A DISTANCE OF 95.83 FEET; THENCE N84°07'47"W, A DISTANCE OF 87.89 FEET; THENCE S67°10'04"W, A DISTANCE OF 53.19 FEET; THENCE S64°22'43"W, A DISTANCE OF 80.00 FEET; THENCE S69°32'28"W, A DISTANCE OF 283.52 FEET; THENCE S19°47'05"E, A DISTANCE OF 151.76 FEET; THENCE S70°12'55"W, A DISTANCE OF 150.00 FEET; THENCE S19°47'05"E, A DISTANCE OF 19.03 FEET TO THE BEGINNING OF A CURVE; THENCE 79.14 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 04°39'02" AND A CHORD BEARING AND DISTANCE OF S22°06'36"E,79.12 FEET; THENCE S65°33'52"W, A DISTANCE OF 201.00 FEET; THENCE S26°33'39"E, A DISTANCE OF 66.84 FEET; THENCE S55°25'52"W, A DISTANCE OF 71.85 FEET; THENCE S42°29'51"W, A DISTANCE OF 56.55 FEET; THENCE S56°03'03"W, A DISTANCE OF 9.05 FEET; THENCE S64°38'09"W, A DISTANCE OF 55.30 FEET; THENCE S72°39'06"W, A DISTANCE OF 37.11 FEET; THENCE S61°22'32"W, A DISTANCE OF 22.72 FEET; THENCE S79°21'26"W, A DISTANCE OF 72.76 FEET; THENCE S69°48'46"W, A DISTANCE OF 14.28 FEET; THENCE N18°22'51"W, A DISTANCE OF 1,375.45 FEET; THENCE N03°49'30"W, A DISTANCE OF 574.96 FEET; THENCE N09°16'01"E, A DISTANCE OF 1,062.00 FEET; THENCE N06°49'07"E, A DISTANCE OF 848.04 FEET TO THE BEGINNING OF A CURVE; THENCE 1,869.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,CONCAVE WEST, HAVING A RADIUS OF 6,160.00 FEET, A CENTRAL ANGLE OF 17°23'33" AND A CHORD BEARING AND DISTANCE OF N01°52'40"W, 1,862.74 FEET; THENCE N10°34'26"W, A DISTANCE OF 124.57 FEET TO THE BEGINNING OF A CURVE; THENCE 1,701.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 47°47'07" AND A CHORD BEARING AND DISTANCE OF N13°19'08"E, 1,652.50 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE ALONG SAID LINE S89°51'36"E, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,757,926 SQUARE FEET OR 224.011 ACRES, MORE OR LESS.

EXHIBIT "B"

CLUB PROPERTY

[Insert Sketch]




OFFICIAL RECORDS
BK: 1923 PG: 190

Doc# 2007006709
Hernando County, Florida
01/30/2007 11:31AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2393 PG: 1154

9/2

R

**Prepared by and return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# FIRST AMENDMENT TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS

THIS FIRST AMENDMENT TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS ("Amendment") is made on this 22ND day of JANUARY 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, as the "Club Owner," and joined in by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, as the "Developer."

W I T N E S S E T H :

WHEREAS, Club Owner is the Club Owner under that certain Southern Hills Golf Club Declaration of Covenants, recorded and made effective on November 3, 2004, in Official Records Book 1923, Page 1880 of the Public Records of Hernando County, Florida, as supplemented (collectively, the "Club Declaration"); and

WHEREAS, pursuant to Section 24 of the Club Declaration, Club Owner has the right to amend the Club Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Club Owner desires to (a) correct certain scrivener's errors within the Club Declaration, (b) update, clarify and conform certain provisions of the Club Declaration with the Club Membership Plan, as updated and amended, other Club Documents and changes in the plan of development of the Property, and (c) clarify certain matters regarding the operation of the Club.

NOW, THEREFORE, Club Owner hereby amends the Club Declaration in the following respects, and Developer hereby joins into this Amendment as Developer pursuant to the Club Declaration reaffirming the terms of the Club Declaration and that the Property has been, and shall continue to be held, sold and conveyed subject to the terms and conditions of the Club Declaration, as amended hereby:

"Essential Club Facilities" shall have the meaning set forth in Section 5.1 of the Club Declaration.

3. Benefits of Club. In addition to the provisions set forth in Section 2 of the Club Declaration, and by way of additional clarification thereof, each Owner, by having acquired or acquiring a Residential Unit within the Property, acknowledges that there were significant other housing opportunities available to each Owner in the general location of the Property at the time of Owner's purchase of its Residential Unit, that the automatic Sports-Social Membership at the Club required to be maintained by each Owner as to each Residential Unit owned by such Owner is desirable and beneficial to such Owner's interest in, and touches and concerns his or her Residential Unit, and that each Owner acquired his or her Residential Unit with full knowledge of the obligation to maintain, at a minimum, a Sports-Social Membership at the Club as to each Residential Unit owned by such Owner with the intent, for purposes of the Club Declaration, of acquiring a single product including the right to use portions of the Club Facilities as may exist and be made available by the Club, in its sole discretion, for use by such Owner from time to time based on the Owner's membership level at the Club, and subject to the terms and conditions of the Club Declaration and the other Club Documents. In accordance with the Club Membership Plan, in order to apply for a higher membership category, an Owner must pay the initiation payment then in effect for such higher membership category, and the Club may approve such application, if at all and subject to availability, in the Club's discretion. Furthermore, notwithstanding Section 2.3 of the Club Declaration to the contrary, the failure heretofore or hereafter of any grantor to include in any deed a statement that such deed is subject to the terms of the Club Declaration shall not invalidate or modify the effect of the Club Declaration as a covenant running with title to the portion of the Property so conveyed.

4. Application for Membership. Section 2.8 is hereby added to the Club Declaration, as follows:

> 2.8 Application. Each Owner shall apply for membership at the Club, at the Sports-Social Membership level at a minimum, at the time and in accordance with the procedure set forth in the Club Membership Plan. All Owners will be accepted automatically for Sports-Social Membership. Any Owner who fails to complete and submit an Application for Membership for at least the Sports-Social Membership when required to do so pursuant to the Club Documents shall be deemed to have completed the same and agreed to the terms thereof applicable to the Sports-Social Membership as provided in the Club Membership Plan.

5. Golf Carts. No Member may own, lease and/or operate a private golf cart within the Club Property except as may be permitted by, and subject to the terms and conditions of the Club Documents. If the Club permits private carts to be operated in the Club Property, then such carts will be required to be purchased or leased through the Club, at fees and rates and pursuant to Rules and Regulations established by the Club from time to time. The Club has the right, in

case of extreme financial downturn, potential insolvency or bankrupty, and in such event this right of first refusal shall apply). Notwithstanding anything set forth in the Club Declaration to the contrary, the Association's right of first refusal, as provided for in the Club Declaration, shall terminate as to the Club Facilities, or portion thereof, upon the first to occur of the Association becoming the owner of the Club Facilities or portion thereof, or the Association waiving or being deemed to have waived its right of first refusal and the Club Owner closing the sale of the Club Facilities, or portion thereof, or permanently closing the Club Facilities, or portion thereof.

7. Lien Priority. Club Owner hereby reaffirms the terms and provisions of Section 8.1 of the Club Declaration, which provide, in part, that the lien created by the Club Declaration is subordinate to any lien of the Association for Assessments. In that regard, the last sentence of Section 4.3 and the second sentence of Section 6.12 of the Club Declaration are hereby deleted in their entirety, as scrivener's errors. It is the intent of the Club Owner and the Developer that the lien of the Association for Assessments shall be prior to the lien of the Club Owner for Club Charges and any other provisions set forth in the Club Declaration to the contrary are hereby deemed amended to conform with the foregoing intention.

8. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Club Declaration. Except as expressly modified by this Amendment, the Club Declaration, as previously supplemented, shall remain unmodified and unamended, and Club Owner and the Developer hereby ratify and reaffirm the same.

[Signature page immediately follows.]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of January, ~~2006,~~ 2007 by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.



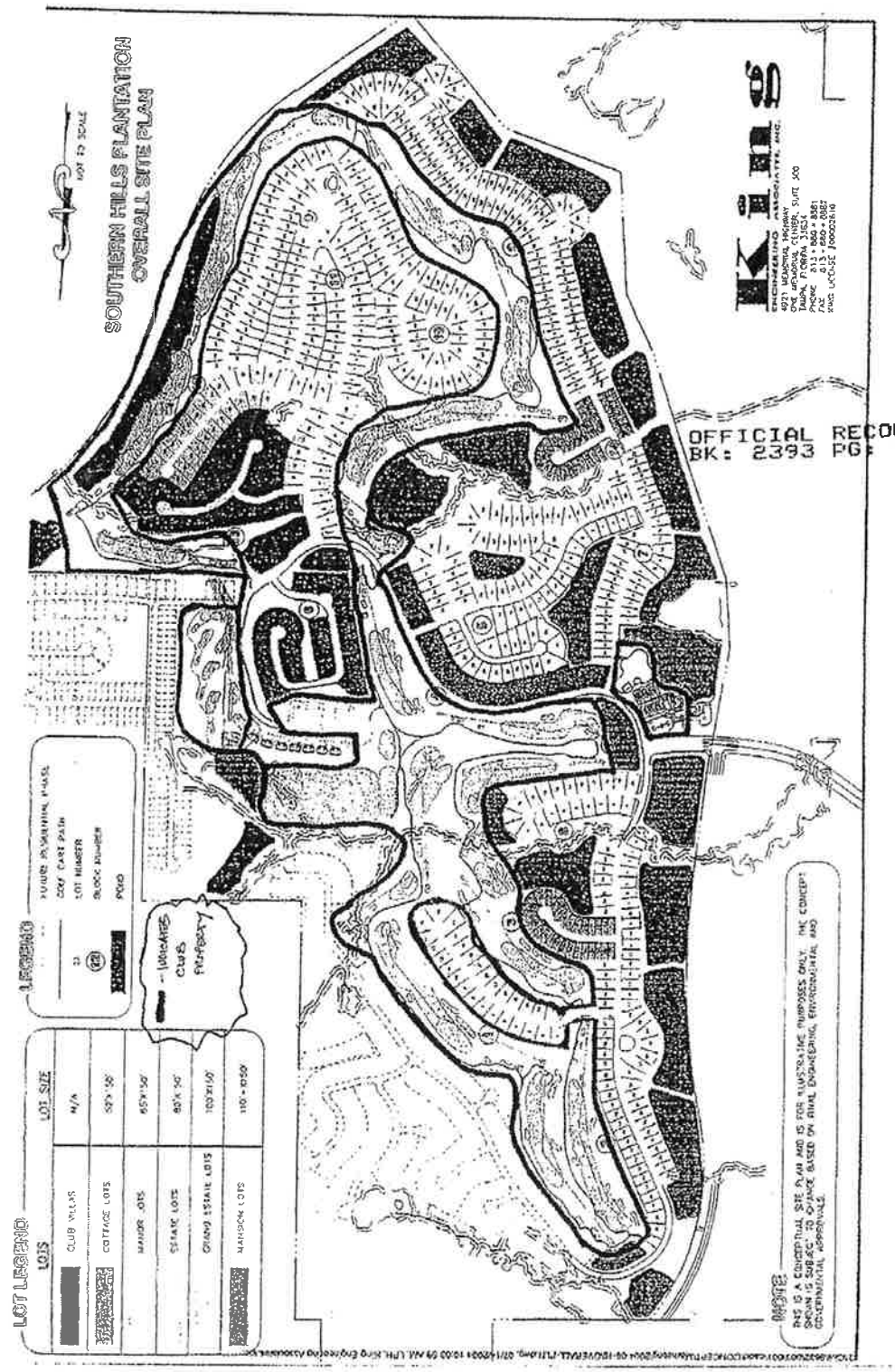

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Print Name
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of January, ~~2006,~~ 2007 by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.




Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Print Name
My Commission Expires: 2/23/09


SOUTHERN HILLS PLANTATION
OVERALL SITE PLAN
NOT TO SCALE
LEGEND
LOT LEGEND
LOTS
LOT SIZE
CLUB VILLAS
N/A
COTTAGE LOTS
50' x 90'
MANOR LOTS
65' x 90'
ESTATE LOTS
80' x 90'
GRAND ESTATE LOTS
100' x 90'
MANSION LOTS
110' - 150'
NOTE
THIS IS A CONCEPTUAL SITE PLAN AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.
Kim
OFFICIAL RECORDS
BK: 2393 PG: 1162
Amended
Exhibit "B"

-9-

3/

Doc# 2006043991
Hernando County, Florida
05/23/2006 2:17PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2262 PG: 67

Record and return to:

PARAMOUNT TITLE CORPORATION
1502 W. FLETCHER AVENUE, SUITE 101
TAMPA, FL 33612

## CONSENT OF MORTGAGEE

COLONIAL BANK, N.A. (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the real property described on Exhibit "A" attached hereto (the "Property"), which Mortgage is recorded in Official Records Book 2138, Page 1000, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 15th day of May, 2006.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Belinda Wynn
Name: Belinda Wynn

Celia M Ferreira
Name: Celia M. Ferreira

COLONIAL BANK, N.A.

By: Lisa Best
Printed name: Lisa Best
Its: Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15 day of May, 2006, by Lisa Best, as the Vice President of Colonial Bank, N.A., on behalf of the bank. He/She is personally known to me or produced _____ as identification.

Connie Cox
MY COMMISSION # DD118119 EXPIRES
May 15, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC
State of Florida
Printed name: Connie Cox
My Commission Expires:

(seal)

Mortgagor: Scott J. Gibertini

EXHIBIT "A"

LOT 33, BLOCK 11, SOUTHERN HILLS PLANTATION, PHASE 2, as per plat thereof, recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida.

OFFICIAL RECORDS
BK: 2259 PG: 1021

Record and return to:

~~Paramount Title Corporation~~
~~1502 W Fletcher Ave, Suite 101~~
~~Tampa, FL 33612~~

R

18.50 B

Doc# 2006042674
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 22, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2126, Page 1799, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP underwriting

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

James Friedman
Name: TIMBAR FRIEDMAN

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: Jana L Jones
My Commission Expires: 2/23/09

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

(seal)

Mortgagor: Paul F. Vause and Mary Ann Vause

OFFICIAL RECORDS
BK: 2259 PG: 1023

Doc# 2006042675
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

Record and return to:

~~Paramount Title Corporation~~
~~1502 W Fletcher Ave, Suite 101~~
~~Tampa, FL 33612~~

18.50 (B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 12, Block 12, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2133, Page 172, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

Timber Friedman
Name: TIMBER FRIEDMAN

STATE OF Fl
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: JANA L JONES
My Commission Expires: 2/23/09

(seal) JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Mortgagor: Brian Vass

OFFICIAL RECORDS
BK: 2259 PG: 1025

Doc# 2006042676
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

Record and return to:
Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

18.50 (B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 72, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2133, Page 146, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Name: Illene R Dabb

Name: TIMBER FRIEDMAN

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: Jana L Jones
My Commission Expires: 2/23/09

(seal)

Mortgagor: Brian Vass

OFFICIAL RECORDS
BK: 2259 PG: 1027

Record and return to:
Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

Doc# 2006042677
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

18.50 (B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 74, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2122, Page 1953, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP underwriting

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

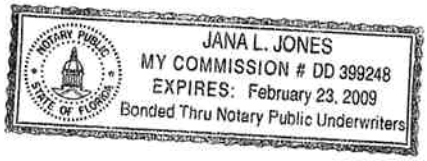
Timber Friedman
Name: TIMBER FRIEDMAN

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: Jana L Jones
My Commission Expires: 2/23/09

(seal)




Mortgagor: Lawrence Sakre and Julie Sakre

OFFICIAL RECORDS
BK: 2259 PG: 1029

Record and return to:
Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

Doc# 2006042678
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

18.50
(B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 81, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2126, Page 955, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12TH day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP underwriting

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

Timber Friedman
Name: TIMBER FRIEDMAN

STATE OF Fl.
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP Underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

(seal)

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: JANA L JONES
My Commission Expires: 2/23/09

Mortagor: Terry McFatter and Patricia McFatter

OFFICIAL RECORDS
BK: 2259 PG: 1031

Record and return to:

Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

Doc# 2006042679
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

18.50
(B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 2, Block 10, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2127, Page 1207, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Name: Illene R. Dabb

Name: Timber Friedman

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting

STATE OF Fl
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP Underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: Jana Jones
My Commission Expires: 2/23/09

(seal)

Mortgagor: John Hess, William Lubliner

OFFICIAL RECORDS
BK: 2259 PG: 1033

Record and return to:

Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

18.50 (B)

Doc# 2006042680
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 16, Block 8, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2126, Page 1773, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP - Underwriting

WITNESSES:

Name: Illene R Dabb

Name: Timber Friedman

STATE OF FL.
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP Underwriting's of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: JANA L JONES
My Commission Expires: 2/23/09

(seal)

Mortgagor: James D. Lamke and Laura M. Lamke

OFFICIAL RECORDS
BK: 2259 PG: 1035

Doc# 2006042681
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

Record and return to:

Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

18.50

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 27, Block 10, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2135, Page 1060, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting (Ex)

WITNESSES:

Name: Ellene R Dabb

Name: TIMBER FRIEDMAN

STATE OF Fl
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP Underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Jana L Jones
NOTARY PUBLIC
State of Fl
Printed name: Jana L Jones
My Commission Expires: 2/23/09

(seal)

Mortgagor: Eric B. King

OFFICIAL RECORDS
BK: 2259 PG: 1037
Doc# 2006042682
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

Record and return to:

Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

18.20 (B)

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 36, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2129, Page 450, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

Timber Friedman
Name: TIMBER FRIEDMAN

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting

BK#I2259 PG#1038

OFFICIAL RECORDS
BK: 2259 PG: 1038

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12 day of May, 2006, by Betty Wright, as the VP Underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: JANA L JONES
My Commission Expires: 2/23/09

(seal)

Mortagor: Joan Bernich & Joseph Myron

OFFICIAL RECORDS
BK: 2259 PG: 1039

Record and return to:

Paramount Title Corporation
1502 W Fletcher Ave, Suite 101
Tampa, FL 33612

Doc# 2006042683
Hernando County, Florida
05/18/2006 3:52PM
KAREN NICOLAI, Clerk

18.50

## CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., a national banking association (herein called "Mortgagee"), the owner and holder of that certain Mortgage encumbering the following:

Lot 13, Block 11, Southern Hills Plantation Phase 2, per the plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County (the "Property")

Said Mortgage is recorded in Official Records Book 2133, Page 97, of the Public Records of Hernando County, Florida, and in accordance with Section 718.104, Florida Statutes, Mortgagee hereby consents to the submission of the Property to the protective conditions, covenants, restrictions, reservations, easements, assessments, liens, standards and other criteria established by the following:

1. That certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time;
2. That certain Southern Hills Golf Club Declaration of Covenants recorded in O.R. Book 1923, Page 1880, of the Public Records of Hernando County, Florida; and
3. That certain Southern Hills Golf Club Collection Agreement recorded in O.R. Book 1931, Page 87, of the Public Records of Hernando County, Florida.

**IN WITNESS WHEREOF**, Mortgagee has executed this Consent this 12th day of May, 2006.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A.,
a national banking association

By: Betty Wright
Printed name: Betty Wright
Its: VP Underwriting

WITNESSES:

Illene R Dabb
Name: Illene R Dabb

Timber Friedman
Name: TIMBER FRIEDMAN

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of May, 2006, by Betty Wright as the VP Underwriting of BANK OF AMERICA, N.A., a national banking association, on behalf of the bank. He/She is personally known to me or produced as identification.

Jana L Jones
NOTARY PUBLIC
State of FL
Printed name: Jana L Jones
My Commission Expires: 2/23/09

JANA L. JONES
MY COMMISSION # DD 399248
EXPIRES: February 23, 2009
Bonded Thru Notary Public Underwriters

(seal)

Mortgagor: Russ Cruse & Jungsun Black

OFFICIAL RECORDS
BK: 1923 PG: 1872

Doc# 2004081767
Hernando County, Florida
11/03/2004 2:22PM
KAREN NICOLAI, Clerk

| | | |
|---|---|---|
| MODERNIZATION TRUST FUND | $ | 4.50 |
| BOCC/COURT TECHNOLOGY | $ | 16.00 |
| MOD FUND/COURT TECHNOLOG | $ | 15.20 |
| FACC/CCIS | $ | 8.00 |
| DEED DOC STAMP | $ | 0.70 |
| RECORDING | $ | 33.00 |
| 11/03/2004 | SEP | Deputy Clk |

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

8/4

# GRANT OF TEMPORARY INGRESS AND EGRESS EASEMENT

THIS GRANT OF EASEMENT ("Grant") is made this 22ND day of OCTOBER, 2004, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, Florida 32256 ("Grantor"), in favor of SOUTHERN HILLS PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns, whose address is 2202 N. West Shore Blvd., Suite 125,Tampa, Florida 33607 ("Association").

## RECITALS

WHEREAS, Grantor is the owner of certain real property situated in Hernando County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Easement Area"); and

WHEREAS, the Association is the master homeowners' association for the Southern Hills Plantation project, Phase 1 of which is described in Exhibit "B" attached hereto and made a part hereof ("Phase 1"), and the Association has certain rights and obligations related to Phase 1 as set forth in that certain Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded on October 15, 2004, in O.R. Book 1914, Pages 989 through 1082, of the public records of Hernando County, Florida; and

WHEREAS, Grantor is willing to grant to the Association a temporary easement for ingress and egress over, through and across the Easement Area, and the Association desires to accept the easement for the benefit of Phase 1, and for the benefit of the members of the Association until such time as the Easement Area is dedicated to a governmental entity as a public roadway.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the Association, for itself and the benefit of its members, a temporary, non-exclusive easement ("Easement") for ingress and egress only, over, through and across the Easement Area, which Easement is appurtenant to, and for the benefit of Phase 1. The Easement shall remain in full force and effect until such time that the Easement Area is dedicated to a governmental entity as a public roadway. Upon such dedication, whether by plat recordation, deed or other means of conveyance, dedication and acceptance of the roadway by the

City of Brooksville, Hernando County, or other governmental entity, the Easement shall automatically terminate without the joinder or consent of any party. The above recitals are true and complete and along with all Exhibits attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date first above written.

WITNESS:

Signed, sealed and delivered
in our presence as witnesses:

Signature: Deborah M O'Hern
Printed Name: Deborah M. O'Hern

Signature: Carol McGrath
Printed Name: Carol McGrath

GRANTOR:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

By: _____
James P. Harvey, Vice President

S:\Clients\LandMar\Southern Hills Plantation\Access easement.doc

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22ND day of OCTOBER, 2004, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, as the Manager of LandMar Group, LLC, a Delaware limited liability company, as the Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the limited liability companies.

Deborah M. O'Hern

Print Name: DEBORAH M. O'HERN
Notary Public, State of Florida

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

Commission # DD046976
Commission Expires: 8/01/05

Personally known ✓
Produced I.D. _____
[check one of the above]

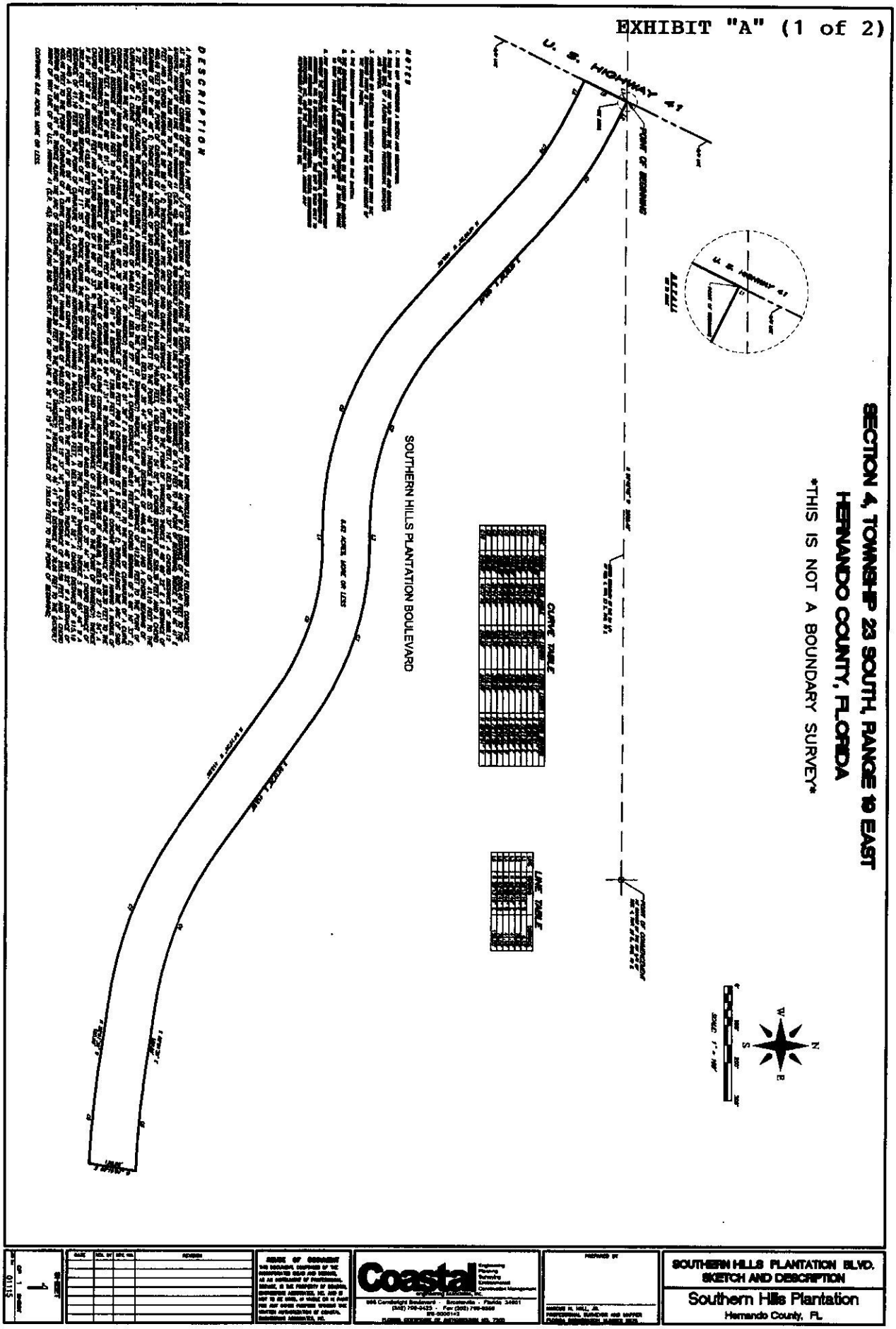
Type of Identification Produced

S:\Clients\LandMar\Southern Hills Plantation\Access easement.doc

OFFICIAL RECORDS
BK: 1923 PG: 18

N:\PROJECTS\01115\NEW E-W ROAD-SKETCH-REV-10-14-04.DWG, 10/29/2004 11:54:30 AM, WTG

# EXHIBIT "A" (1 of 2)




## SECTION 4, TOWNSHIP 23 SOUTH, RANGE 19 EAST
## HERNANDO COUNTY, FLORIDA

*THIS IS NOT A BOUNDARY SURVEY*

| | | | |
|---|---|---|---|
| SHEET 1 OF 1 SHEETS | DATE / NO. BY / REV. NO. / REVISION | Coastal Engineering Surveying Environmental Construction Management | SOUTHERN HILLS PLANTATION BLVD. SKETCH AND DESCRIPTION |
| 01115 | | 905 Candlelight Boulevard · Brooksville · Florida 34601 (352) 799-9429 · Fax (352) 799-9668 | Southern Hills Plantation Hernando County, FL |

## DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 48' 46" W A DISTANCE OF 2000.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (S.R. 45); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE S 26° 13' 19" W A DISTANCE OF 0.12 FEET TO THE POINT OF BEGINNING; THENCE S 63° 46' 41" E A DISTANCE OF 78.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1060.00 FEET, A DELTA OF 15° 37' 18", A CHORD DISTANCE OF 288.12 FEET AND A CHORD BEARING OF S 55° 58' 01" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 289.01 FEET TO THE POINT OF TANGENCY; THENCE S 48° 09' 22" E A DISTANCE OF 400.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 740.00 FEET, A DELTA OF 41° 54' 52", A CHORD DISTANCE OF 529.35 FEET AND A CHORD BEARING OF S 69° 06' 48" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 541.34 FEET TO THE POINT OF TANGENCY; THENCE N 89° 55' 46" E A DISTANCE OF 41.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 760.00 FEET, A DELTA OF 35° 44' 38", A CHORD DISTANCE OF 466.48 FEET AND A CHORD BEARING OF S 72° 11' 55" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 474.13 FEET TO THE POINT OF TANGENCY; THENCE S 54° 19' 36" E A DISTANCE OF 412.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 940.00 FEET, A DELTA OF 27° 41' 54", A CHORD DISTANCE OF 450.01 FEET AND A CHORD BEARING OF S 68° 10' 33" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 454.42 FEET TO THE POINT OF TANGENCY; THENCE S 82° 01' 30" E A DISTANCE OF 180.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2440.00 FEET, A DELTA OF 05° 39' 39", A CHORD DISTANCE OF 240.90 FEET AND A CHORD BEARING OF S 84° 51' 20" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 241.08 FEET TO THE END OF SAID CURVE; THENCE S 09° 16' 01" W A DISTANCE OF 120.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2560.00 FEET, A DELTA OF 05° 20' 01", A CHORD DISTANCE OF 238.22 FEET AND A CHORD BEARING OF N 84° 41' 31" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.30 FEET TO THE POINT OF TANGENCY; THENCE N 82° 01' 30" W A DISTANCE OF 180.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1060.00, A DELTA OF 27° 41' 54", A CHORD DISTANCE OF 507.46 FEET AND A CHORD BEARING OF N 68° 10' 33" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 512.43 FEET TO THE POINT OF TANGENCY; THENCE N 54° 19' 36" W A DISTANCE OF 412.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 640.00 FEET, A DELTA OF 35° 44' 38", A CHORD DISTANCE OF 392.82 FEET AND A CHORD BEARING OF N 72° 11' 55" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 399.26 FEET TO THE POINT OF TANGENCY; THENCE S 89° 55' 46" W A DISTANCE OF 41.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 860.00 FEET, A DELTA OF 41° 54' 52", A CHORD DISTANCE OF 615.19 FEET AND A CHORD BEARING OF N 69° 06' 48" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 629.13 FEET TO THE POINT OF TANGENCY; THENCE N 48° 09' 22" W A DISTANCE OF 400.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 940.00 FEET, A DELTA OF 15° 37' 18", A CHORD DISTANCE OF 255.50 FEET AND A CHORD BEARING OF N 55° 58' 01" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 256.29 FEET TO THE POINT OF TANGENCY; THENCE N 63° 46' 41" W A DISTANCE OF 78.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OF U.S. HIGHWAY 41 (S.R. 45); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N 26° 13' 19" E A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.62 ACRES, MORE OR LESS.

OFFICIAL RECORDS
BK: 1923 PG: 1876

OFFICIAL RECORDS
BK: 1923 PG: 187

**EXHIBIT "B"**
**(Phase 1)**

A PARCEL OF LAND LYING WITHIN SECTIONS 3, 4, 9, & 10 TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE N89°51'36"W, ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1,346.24 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THUS SAID LINE S30°11'25"E, A DISTANCE OF 110.48 FEET; THENCE S32°50'46"E, A DISTANCE OF 33.14 FEET TO THE BEGINNING OF A CURVE; THENCE 49.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 80°26'36" AND A CHORD BEARING AND DISTANCE OF S07°22'31"W, 45.20 FEET; THENCE S47°35'49"W, A DISTANCE OF 39.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 154.03 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 9.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 01°13'30" AND A CHORD BEARING AND DISTANCE OF S66°36'32"W, 9.30 FEET; THENCE S24°00'13"E, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 49.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°44'21" AND A CHORD BEARING AND DISTANCE OF S62°07'36"W, 49.26 FEET; THENCE S58°15'26"W, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE; THENCE 223.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 35°07'31" AND A CHORD BEARING AND DISTANCE OF S40°41'40"W, 220.28 FEET; THENCE S66°52'05"E, A DISTANCE OF 139.46 FEET; THENCE S13°58'50"W, A DISTANCE OF 73.87 FEET; THENCE S05°50'59"E, A DISTANCE OF 74.18 FEET; THENCE S21°31'05"E, A DISTANCE OF 74.52 FEET; THENCE S23°39'19"E, A DISTANCE OF 791.77 FEET TO THE BEGINNING OF A CURVE; THENCE 490.72 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 1,155.00 FEET, A CENTRAL ANGLE OF 24°20'34" AND A CHORD BEARING AND DISTANCE OF S11°29'02"E, 487.03 FEET; THENCE S00°41'15"W, A DISTANCE OF 312.64 FEET; THENCE S89°18'45"E, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE; THENCE 110.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF N68°49'14"E, 108.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.13 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 20°33'15" AND A CHORD BEARING AND DISTANCE OF N57°13'51"E, 76.72 FEET; THENCE N04°42'05"W, A DISTANCE OF 152.41 FEET; THENCE N85°17'55"E, A DISTANCE OF 112.06 FEET; THENCE S80°58'39"E, A DISTANCE OF 40.98 FEET; THENCE S78°41'55"E, A DISTANCE OF 45.74 FEET TO THE BEGINNING OF A CURVE; THENCE 823.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1,127.00 FEET, A CENTRAL ANGLE OF 41°53'07" AND A CHORD BEARING AND DISTANCE OF S57°45'22"E, 805.65 FEET; THENCE S36°48'48"E, A DISTANCE OF 545.53 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 634.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 172°10'14" AND A CHORD BEARING AND DISTANCE OF S60°26'46"W, 421.02 FEET; THENCE N33°28'07"W, A DISTANCE OF 76.34 FEET; THENCE N06°11'37"W, A DISTANCE OF 116.20 FEET; THENCE N36°48'48"W, A DISTANCE OF 316.12 FEET TO THE BEGINNING OF A CURVE; THENCE 557.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 773.00 FEET, A CENTRAL ANGLE OF 41°18'51" AND A CHORD BEARING AND DISTANCE OF N57°28'14"W, 545.39 FEET; THENCE S85°37'09"W, A DISTANCE OF 88.89 FEET; THENCE N04°22'51"W, A DISTANCE OF 143.93 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 47.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 18°57'10" AND A CHORD BEARING AND DISTANCE OF S56°25'49"W, 47.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE 164.11 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 160.15 FEET; THENCE N89°18'45"W, A DISTANCE OF 96.00 FEET; THENCE S00°41'15"W, A DISTANCE OF 404.80 FEET; THENCE S89°49'35"E, A DISTANCE OF 93.68 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 379.25 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 546.97 FEET, A CENTRAL ANGLE OF 39°43'38" AND A CHORD BEARING AND DISTANCE OF S69°57'42"E, 371.70 FEET; THENCE S50°05'57"E, A DISTANCE OF 146.86 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 328.61 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 90°31'05" AND A CHORD BEARING AND DISTANCE OF S05°13'57"E, 295.48 FEET; THENCE S54°48'13"E, A DISTANCE OF 90.72 FEET; THENCE S11°48'23"E, A DISTANCE OF 169.82 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 136.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 90.01 FEET, A CENTRAL ANGLE OF 87°04'08" AND A CHORD BEARING AND DISTANCE OF S31°43'09"W, 124.00 FEET; THENCE S75°15'45"W, A DISTANCE OF 70.38 FEET; THENCE S59°49'08"W, A DISTANCE OF 77.40 FEET TO THE BEGINNING OF A CURVE; THENCE 28.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°08'04" AND A CHORD BEARING AND DISTANCE OF S76°23'10"W, 28.51 FEET; THENCE N87°02'48"W, A DISTANCE OF 93.97 FEET; THENCE N70°17'59"W, A DISTANCE OF 38.62 FEET TO THE BEGINNING OF A CURVE;

OFFICIAL RECORDS
BK: 1923 PG: 17

THENCE 33.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°14'44" AND A CHORD BEARING AND DISTANCE OF N89°25'21"W, 32.76 FEET; THENCE S71°27'17"W, A DISTANCE OF 92.61 FEET TO THE BEGINNING OF A CURVE; THENCE 27.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 31°29'07" AND A CHORD BEARING AND DISTANCE OF S55°42'44"W, 27.13 FEET; THENCE S39°58'10"W, A DISTANCE OF 87.61 FEET TO THE BEGINNING OF A CURVE; THENCE 15.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°56'56" AND A CHORD BEARING AND DISTANCE OF S48°56'38"W, 15.60 FEET; THENCE S57°55'06"W, A DISTANCE OF 58.89 FEET TO THE BEGINNING OF A CURVE; THENCE 48.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°54'41" AND A CHORD BEARING AND DISTANCE OF S85°52'27"W, 46.88 FEET; THENCE N66°10'13"W, A DISTANCE OF 22.26 FEET TO THE BEGINNING OF A CURVE; THENCE 72.24 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°46'59" AND A CHORD BEARING AND DISTANCE OF N24°46'43"W, 66.12 FEET; THENCE N70°54'27"W, A DISTANCE OF 141.04 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 163.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 10°49'15" AND A CHORD BEARING AND DISTANCE OF S24°30'11"W, 163.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE 113.99 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 06°26'04" AND A CHORD BEARING AND DISTANCE OF S26°41'46"W, 113.93 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.81 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 50.00 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.81 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 411.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 23°14'03" AND A CHORD BEARING AND DISTANCE OF S08°13'26"E, 408.78 FEET TO A POINT OF COMPOUND CURVE; THENCE 532.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 83°31'52" AND A CHORD BEARING AND DISTANCE OF S61°36'24"E, 486.24 FEET; THENCE N76°37'40"E, A DISTANCE OF 578.22 FEET TO THE BEGINNING OF A CURVE; THENCE 895.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 78°53'29" AND A CHORD BEARING AND DISTANCE OF S63°55'35"E, 825.95 FEET; THENCE S24°28'50"E, A DISTANCE OF 853.24 FEET TO THE BEGINNING OF A CURVE; THENCE 214.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 33°42'34" AND A CHORD BEARING AND DISTANCE OF S41°20'07"E, 211.66 FEET; THENCE N15°52'01"E, A DISTANCE OF 178.08 FEET; THENCE N90°00'00"E, A DISTANCE OF 26.53 FEET; THENCE N10°06'23"W, A DISTANCE OF 971.15 FEET; THENCE N79°53'37"E, A DISTANCE OF 155.66 FEET; THENCE S46°01'20"E, A DISTANCE OF 120.76 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 55.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 23°20'50" AND A CHORD BEARING AND DISTANCE OF N68°13'12"E, 54.63 FEET; THENCE N79°53'37"E, A DISTANCE OF 265.44 FEET TO THE BEGINNING OF A CURVE; THENCE 41.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 17°27'39" AND A CHORD BEARING AND DISTANCE OF N88°37'26"E, 40.98 FEET; THENCE N07°21'16"E, A DISTANCE OF 51.22 FEET; THENCE N72°29'17"E, A DISTANCE OF 198.18 FEET; THENCE N39°30'41"W, A DISTANCE OF 209.15 FEET; THENCE N05°02'15"E, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 498.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 85°19'26" AND A CHORD BEARING AND DISTANCE OF S42°18'02"E, 454.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.56 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE EAST, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD BEARING AND DISTANCE OF S08°01'25"E, 77.29 FEET; THENCE S16°24'31"E, A DISTANCE OF 227.70 FEET TO THE BEGINNING OF A CURVE; THENCE 156.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 26°49'21" AND A CHORD BEARING AND DISTANCE OF S02°59'51"E, 155.40 FEET; THENCE S10°24'50"W, A DISTANCE OF 237.62 FEET TO THE BEGINNING OF A CURVE; THENCE 273.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 46°46'06" AND A CHORD BEARING AND DISTANCE OF S33°47'53"W, 265.92 FEET; THENCE S57°10'56"W, A DISTANCE OF 67.78 FEET TO THE BEGINNING OF A CURVE; THENCE 239.64 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 772.29 FEET, A CENTRAL ANGLE OF 17°46'44" AND A CHORD BEARING AND DISTANCE OF S48°17'33"W, 238.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 229.17 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 30°11'07" AND A CHORD BEARING AND DISTANCE OF S54°29'45"W, 226.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE 21.89 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF S27AN°46'42"W, 20.00 FEET; THENCE S75°58'04"W, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 21.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14"

OFFICIAL RECORD
BK: 1923 PG: 1

AND A CHORD BEARING AND DISTANCE OF N55°50'33"W, 20.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE 532.66 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 70°09'34" AND A CHORD BEARING AND DISTANCE OF N62°34'23"W, 500.00 FEET; THENCE N25°06'39"W, A DISTANCE OF 54.72 FEET;THENCE S65°31'10"W, A DISTANCE OF 190.00 FEET; THENCE S16°04'15"W, A DISTANCE OF 77.04 FEET TO THE BEGINNING OF A CURVE; THENCE 292.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.56 FEET, A CENTRAL ANGLE OF 80°17'32" AND A CHORD BEARING AND DISTANCE OF S56°13'01"W, 268.93 FEET; THENCE S52°45'26"W, A DISTANCE OF 153.20 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 421.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 116°04'20" AND A CHORD BEARING AND DISTANCE OF S57°38'46"W, 352.93 FEET; THENCE N69°43'37"W, A DISTANCE OF 60.27 FEET;THENCE N87°45'32"W, A DISTANCE OF 317.38 FEET; THENCE S88°58'47"W, A DISTANCE OF 95.83 FEET; THENCE N84°07'47"W, A DISTANCE OF 87.89 FEET; THENCE S67°10'04"W, A DISTANCE OF 53.19 FEET; THENCE S64°22'43"W, A DISTANCE OF 80.00 FEET; THENCE S69°32'28"W, A DISTANCE OF 283.52 FEET; THENCE S19°47'05"E, A DISTANCE OF 151.76 FEET; THENCE S70°12'55"W, A DISTANCE OF 150.00 FEET; THENCE S19°47'05"E, A DISTANCE OF 19.03 FEET TO THE BEGINNING OF A CURVE; THENCE 79.14 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 04°39'02" AND A CHORD BEARING AND DISTANCE OF S22°06'36"E,79.12 FEET; THENCE S65°33'52"W, A DISTANCE OF 201.00 FEET; THENCE S26°33'39"E, A DISTANCE OF 66.84 FEET; THENCE S55°25'52"W, A DISTANCE OF 71.85 FEET; THENCE S42°29'51"W, A DISTANCE OF 56.55 FEET; THENCE S56°03'03"W, A DISTANCE OF 9.05 FEET; THENCE S64°38'09"W, A DISTANCE OF 55.30 FEET; THENCE S72°39'06"W, A DISTANCE OF 37.11 FEET; THENCE S61°22'32"W, A DISTANCE OF 22.72 FEET; THENCE S79°21'26"W, A DISTANCE OF 72.76 FEET; THENCE S69°48'46"W, A DISTANCE OF 14.28 FEET; THENCE N18°22'51"W, A DISTANCE OF 1,375.45 FEET; THENCE N03°49'30"W, A DISTANCE OF 574.96 FEET; THENCE N09°16'01"E, A DISTANCE OF 1,062.00 FEET; THENCE N06°49'07"E, A DISTANCE OF 848.04 FEET TO THE BEGINNING OF A CURVE; THENCE 1,869.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,CONCAVE WEST, HAVING A RADIUS OF 6,160.00 FEET, A CENTRAL ANGLE OF 17°23'33" AND A CHORD BEARING AND DISTANCE OF N01°52'40"W, 1,862.74 FEET; THENCE N10°34'26"W, A DISTANCE OF 124.57 FEET TO THE BEGINNING OF A CURVE; THENCE 1,701.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 47°47'07" AND A CHORD BEARING AND DISTANCE OF N13°19'08"E, 1,652.50 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE ALONG SAID LINE S89°51'36"E, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,757,926 SQUARE FEET OR 224.011 ACRES, MORE OR LESS.

D/
D

Doc# 2006040046
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 869

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 12, Block 12 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 30th day of December, 2005.

Signed, sealed and delivered
in the presence of:

Jody P Romayne
Signature of Witness #1

Jody Romayne
Typed/Printed Name of Witness #1

Martha Bixby
Signature of Witness #2

Martha Bixby
Typed/Printed Name of Witness #2

OWNER: BRIAN C. VASS

By: Brian C Vass
Printed Name: BRIAN C VASS

Address: PO BOX 895
HAMPSTEAD, NH 03841

OWNER:

By:_____
Printed Name:_____

Address:

STATE OF ~~FLORIDA~~ New Hampshire
COUNTY OF Rockingham

The foregoing was acknowledged before me this 30th day of December, 2005, by Brian Vass. He/She is personally known to me or has produced NH Drivers License (type of identification) as identification.

Karen R Carney
Notary Public, State of ~~Florida~~ NH

(NOTARY SEAL)

Printed name of notary KAREN L. CARNEY, Notary Public
My Commission Expires December 15, 2009

Commission Expires:

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

Doc# 2006040047
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 871

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 72, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 30th day of December, 2005.

Signed, sealed and delivered
in the presence of:

Judy Romayne
Signature of Witness #1

Judy Romayne
Typed/Printed Name of Witness #1

Martha Bixby
Signature of Witness #2

Martha Bixby
Typed/Printed Name of Witness #2

OWNER: BRIAN C. VASS

By: Brian C. Vass
Printed Name: BRIAN C VASS

Address: PO BOX 895
HAMPSTEAD, NH 03841

OWNER:

By:_____
Printed Name:_____

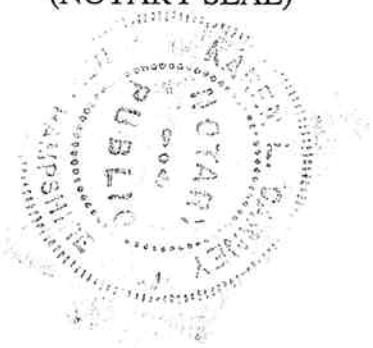
Address:

STATE OF ~~FLORIDA~~ New Hampshire
COUNTY OF Rockingham

The foregoing was acknowledged before me this 30th day of December, 2005, by Brian Vass. He/She is personally known to me or has produced NH Drivers License (type of identification) as identification.

Karen L Carney
Notary Public, State of ~~Florida~~ NH

(NOTARY SEAL)



Printed name of notary KAREN L. CARNEY, Notary Public
My Commission Expires December 15, 2009

Commission Expires:

Doc# 2006040043
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 863

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

# JOINDER AND CONSENT
# SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 2, Block 10 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 29th day of December, 2005 (2005 JA)

OWNER: JOHN A. HESS

By: John A. Hess

Printed Name: John A. Hess

Address: 1270 ELFIN FOREST RD. W.
SAN MARCOS, CA 92078

Signed, sealed and delivered
in the presence of:

Lorena Zamora
Signature of Witness #1

Lorena Zamora
Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

STATE OF CALIFORNIA
COUNTY OF San Diego

The foregoing was acknowledged before me this 29th day of December, 2005, by John A. Hiss. He/She is personally known to me or has produced CADL (type of identification) as identification.

Johnna Foust
Notary Public, State of CALIFORNIA

(NOTARY SEAL)

Johnna Foust
Printed name of notary

July 22, 2006
Commission Expires:

OFFICIAL SEAL
JOHNNA FOUST
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1365965
SAN DIEGO COUNTY
MY COMM. EXP. JULY 22, 2006

attached to joinder and consent

OFFICIAL RECORDS
BK: 2254 PG: 864

Doc# 2006040044
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

OFFICIAL RECORDS
BK: 2254 PG: 865

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 2, Block 10 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 29th day of Dec, 2005.

OWNER: WILLIAM A. LUBLINER

By: William A. Lubliner

Printed Name: William A LUBLINER

Address: 1007 ENGLISH BLUFFS CT.
BRANDON, FL 33511

Signed, sealed and delivered
in the presence of:

Alison R Villarruel
Signature of Witness #1

Alison R Villarruel
Typed/Printed Name of Witness #1

Signature of Witness #2

Kristina R. Daniels
Typed/Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 29th day of December, 2005, by William A. Lubliner. He/~~She~~ is personally known to me or has produced Military Id Card (type of identification) as identification.

Notary Public, State of Florida
TEFFANY M. WILLIAMS, TSgt, USAF
Printed name of notary
27 APR 07
Commission Expires:

(NOTARY SEAL)

Doc# 2006040045
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 867

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 15, Block 12 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 17 day of March, 2006.

OWNER: M.P. RAVINDRA NATHAN

Signed, sealed and delivered
in the presence of:

By: _____
Printed Name: M.P. RAVINDRA NATHAN

_____
Signature of Witness #1

Address: 11159 CINDY DR.
BROOKSVILLE, FL 34601

_____
Typed/Printed Name of Witness #1

OWNER: SUSHEELA NATHAN

_____
Signature of Witness #2

By: _____
Printed Name: SUSHEELA R. NATHAN

_____
Typed/Printed Name of Witness #2

Address:11159 CINDY DR.
BROOKSVILLE, FL 34601

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing was acknowledged before me this 17 day of March, 2006, by Susheela Nathan & M.K. Nathan. He/She is personally known to me or has produced M.D.'s (type of identification) as identification.

Elaine M. Rothen
Notary Public, State of Florida

(NOTARY SEAL)

ELAINE M. ROTHEN
Printed name of notary

Commission Expires:

ELAINE M. ROTHEN
MY COMMISSION # DD 109237
EXPIRES: August 14, 2006
Bonded Thru Notary Public Underwriters

Doc# 2006040039
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 855

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 35, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 30th day of December, 2005.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Laura Sadlowski
Typed/Printed Name of Witness #1

Signature of Witness #2

Dianna Bennett
Typed/Printed Name of Witness #2

OWNER: RUSSELL MARTIN BRANDER

By: Russell Martin Brander

Printed Name: RUSSELL MARTIN BRANDER

Address: 11296 GYRAFALCON AVE.
BROOKSVILLE, FL. 34613

OWNER:

By:_____

Printed Name:_____

Address:

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing was acknowledged before me this 30th day of December, 2005, by Russell Brander. (He)/She is personally known to me or has produced _____ (type of identification) as identification.

Dianna Bennett
Notary Public, State of Florida

(NOTARY SEAL)

Dianna Bennett
Printed name of notary

Commission Expires:

DIANNA L. BENNETT
Notary Public, State of Florida
My comm. expires March 30, 2008
No. DD 305413

10/3

Doc# 2006040040
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 857

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 9, Block 13 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 3 day of Jan, 2006.

Signed, sealed and delivered
in the presence of:

Brenda Walker
Signature of Witness #1

Brenda Walker
Typed/Printed Name of Witness #1

Marie Stewart
Signature of Witness #2

Marie Stewart
Typed/Printed Name of Witness #2

OWNER: M. ALLAM REHEEM

By: M. Allam Reheem
Printed Name: M. ALLAM REHEEM

Address: 11492 STONEVILLE COURT
SPRING HILL, FL. 34609

OWNER: LINDA E. REHEEM

By: Linda E. Reheem
Printed Name: Linda E Reheem

Address: 11492 STONEVILLE COURT
SPRING HILL, FL. 34609

STATE OF FLORIDA
COUNTY OF Pinnanda

The foregoing was acknowledged before me this 3 day of January, 2006, by William Reheem and Linda Reheem He/She is personally known to me or has produced _____ (type of identification) as identification.

Cora E Vazquez
Notary Public, State of Florida

(NOTARY SEAL)

Cora E Vazquez
Printed name of notary

8/5/06
Commission Expires:

Cora E Vazquez
My Commission DD139499
Expires August 05, 2006

OFFICIAL RECORDS
BK: 2254 PG: 859

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

Doc# 2006040041
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 31, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 28th day of December, 2005.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Charles J Wilson III
Typed/Printed Name of Witness #1

Debbie L Mariello
Signature of Witness #2

Debbie L. Mariello
Typed/Printed Name of Witness #2

OWNER: FAY MIKLINSKI

By: Fay Miklinski
Printed Name: Fay Miklinski

Address: 8290 CLARHERST DR.
EAST AMHERST, NY. 14051

OWNER:

By:_____
Printed Name:_____

Address:

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF _____

The foregoing was acknowledged before me this 28th day of DECEMBER, 2005, by FAY MIKLINSKI. He/She is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification.

Mercille A Buzzelli
Notary Public, State of ~~Florida~~ NEW YORK

(NOTARY SEAL)

MERCILLE A BUZZELLI
Printed name of notary

8-31-2006
Commission Expires:

MERCILLE A. BUZZELLI
Notary Public, State of New York
Qualified in Erie County
Commission Expires Aug. 31, 2006

Doc# 2006040042
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 861

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

# JOINDER AND CONSENT
# SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 81, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 5th day of January, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

SYLVIE L RHODES
Typed/Printed Name of Witness #1

Signature of Witness #2

Mary Boyd
Typed/Printed Name of Witness #2

OWNER: TERRY R. MCFATTER

By: _____
Printed Name: TERRY R MCFATTER

Address: 109 GROVE STREET
BRANDON, FL. 33510

OWNER: PATRICIA G. MCFATTER

By: _____
Printed Name: Patricia G. McFatter

Address: 109 GROVE STREET
BRANDON, FL. 33510

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 5 day of January, 2006, by Terry and Patricia McFatter He/She is personally known to me or has produced _____ (type of identification) as identification.

Clara M Morales
Notary Public, State of Florida

(NOTARY SEAL)

Clara M. Morales
MY COMMISSION # DD192398 EXPIRES
March 11, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Printed name of notary

Commission Expires:

Doc# 2006040034
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 845

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 13, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 10th day of January 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Adam L. Helling
Typed/Printed Name of Witness #1

Signature of Witness #2

Lisa Cheryl Tinger
Typed/Printed Name of Witness #2

OWNER: RUSS CRUSE

By: Russ Cruse
Printed Name: RUSS CRUSE

Address: 16126 E. RAMBLING VINE DR.
TAMPA, FL. 33624

OWNER: JUNGSUN BLACK

By: Jungsun Black
Printed Name: Jung Black

Address: 16126 E. RAMBLING VINE DR.
TAMPA, FL. 33624

OFFICIAL RECORDS
BK: 2254 PG: 846

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 10th day of January, 2006, by Duncsun Black. He/She is personally known to me or has produced D/L (type of identification) as identification.

Notary Public, State of Florida

(NOTARY SEAL)

Printed name of notary

Commission Expires:

Notary Public State of Florida
Adam L Helling
My Commission DD499725
Expires 12/15/2009

Doc# 2006040035
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 847

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 74, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 31st day of JANUARY, ~~2005.~~ 2006

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

SHAW MAYER
Typed/Printed Name of Witness #1

Signature of Witness #2

SHAW MAYER.
Typed/Printed Name of Witness #2

OWNER: LAWRENCE D. SAKRE

By: _____
Printed Name: LAWRENCE D. SAKRE

Address: 5042 DEVON PARK DRIVE
TAMPA, FL. 33647

OWNER: JULIE M. SAKRE

By: _____
Printed Name: Julie M. Sakre

Address:5042 DEVON PARK DRIVE
TAMPA, FL. 33647

OFFICIAL RECORDS
BK: 2254 PG: 848

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 31 day of January, 2006, by Lawrence Sakee + Julie Sakre. He/She is personally known to me or has produced Florida drivers license (type of identification) as identification.

Megan Brackett
Notary Public, State of Florida

Megan Brackett
Printed name of notary

Megan Brackett
Commission Expires: 4/12/08

(NOTARY SEAL)

MEGAN BRACKETT
MY COMMISSION # DD 309741
EXPIRES: April 12, 2008
Bonded Thru Notary Public Underwriters

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

Doc# 2006040036
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 849

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 45, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 30th day of JANUARY, 2006.

Signed, sealed and delivered
in the presence of:

Patricia L. Kettering
Signature of Witness #1

PATRICIA L. KETTERING
Typed/Printed Name of Witness #1

Christina Bessette
Signature of Witness #2

Christina Bessette
Typed/Printed Name of Witness #2

OWNER: CY INVESTMENTS, LLC

By: Demetrios Asprovallis
Printed Name: DEMETRIS ASPROVALLIS

Address: 775 SW MONJACK CIRCLE
PORT ST. LUCIE, FL. 34986

OWNER:

By:_____
Printed Name:_____

Address:

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing was acknowledged before me this 30th day of January, 2006, by Demetris Aspromallis. He/She is personally known to me or has produced _____ (type of identification) as identification.

Patricia L. Kettering
Notary Public, State of Florida

(NOTARY SEAL)

PATRICIA L. KETTERING
Comm# DD0392532
Expires 3/4/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

PATRICIA L. KETTERING
Printed name of notary

3/4/2009
Commission Expires:

Doc# 2006040037
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 851

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 8, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 30th day of JANUARY, 2006.

Signed, sealed and delivered
in the presence of:

Patricia L. Kettering
Signature of Witness #1

PATRICIA L. KETTERING
Typed/Printed Name of Witness #1

Christina Bessette
Signature of Witness #2

Christina Bessette
Typed/Printed Name of Witness #2

OWNER: CY INVESTMENTS, LLC

By: Demetrios Asprouallis
Printed Name: DEMETRIOS ASPROUALLIS

Address: 775 SW MONJACK CIRCLE
PORT ST. LUCIE, FL. 34986

OWNER:

By:_____
Printed Name:_____

Address:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing was acknowledged before me this 30th day of JANUARY, 2006, by Demetris Asprompalis. He/She is personally known to me or has produced _____ (type of identification) as identification.

Patricia L. Kettering
Notary Public, State of Florida

PATRICIA L. KETTERING
Printed name of notary

3/4/2009
Commission Expires:

(NOTARY SEAL)

PATRICIA L. KETTERING
Comm# DD0392532
Expires 3/4/2009
Bonded thru (800)432-4254
Florida Notary Asen., Inc

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

Doc# 2006040038
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 853

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 17, Block 10 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 29th day of December, 2005.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Sarah Hart
Typed/Printed Name of Witness #1

Nancy Bolton
Signature of Witness #2

Nancy Bolton
Typed/Printed Name of Witness #2

OWNER: MARC C. LESLIE

By: M C Leslie
Printed Name: Marc C Leslie
FL DL# L240.543.46.331.0
Address: 2370 OAKBEND DR. #1328
PALM HARBOR, FL. 34683

OWNER: RONELLE M. LESLIE

By: Ronelle M. Leslie
Printed Name: Ronelle M. Leslie
FL DL# L240-733-46-713-0.
Address: 2370 OAKBEND DR. #1328
PALM HARBOR, FL. 34683

STATE OF FLORIDA
COUNTY OF Orange.

The foregoing was acknowledged before me this 29th day of December, 2005, by Marc C. Leslie, Roneille M Leslie. He/She is personally known to me or has produced DRIVERS License State of Florida (type of identification) as identification.

Notary Public, State of Florida

RENEE KARL

Printed name of notary

SEPT 30, 2008

Commission Expires:

(NOTARY SEAL)

RENEE KARL
MY COMMISSION # DD 359276
EXPIRES: September 30, 2008
Bonded Thru Notary Public Underwriters

OFFICIAL RECORDS
BK: 2254 PG: 854

Faxed 3/21 2:46

Record and Return to:
Paramount Title
1502 W. Fletcher Avenue, Suite 101
Tampa, Florida 33612

Doc# 2006040031
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 839

# JOINDER AND CONSENT
# SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 6, Block 10, Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 21 day of March, 2006.

OWNER:

Signed, sealed and delivered
in the presence of:

Cindy Neibert
Signature of Witness #1

CINDY NEIBERT
Typed/Printed Name of Witness #1

Theresa Rapps
Signature of Witness #2

Theresa Rapps
Typed/Printed Name of Witness #2

By: Kenneth D Michaelsen
Printed name: Kenneth D. Michaelsen
Kenneth D Michaelsen
Address: 2100 Brook Hill Ct.
Chesterfield, MO 63017

OFFICIAL RECORDS
BK: 2254 PG: 840

STATE OF Missouri
COUNTY OF St. Louis

The foregoing was acknowledged before me this 21st day of March, 2006, by Kenneth D. Michaelsen He/She is personally known to me or has produced Missouri Driver License (type of identification) as identification.

Notary Public, State of ~~Florida~~ Missouri

(NOTARY ~~SEAL~~)

JOSEPH PAHL
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires Aug. 1, 2009
Commission # 05745152

Joseph Pahl
Printed name of notary

8-1-09
Commission Expires:

Doc# 2006040032
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

OFFICIAL RECORDS
BK: 2254 PG: 841

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 42, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 6th day of March, 2006

Signed, sealed and delivered
in the presence of:

Bethel A. Poe
Signature of Witness #1

Bethel A. Poe
Typed/Printed Name of Witness #1

Grace Story
Signature of Witness #2

Grace Story
Typed/Printed Name of Witness #2

OWNER: JONATHAN D. FIELD

By: Jonathan D. Field
Printed Name: Jonathan D. Field

Address: 3318 WESTMORELAND DR.
TAMPA, FL. 33618-2161

OWNER: MICHELLE L. FIELD

By: Michelle L. Field
Printed Name: Michelle L. Field

Address: 3318 WESTMORELAND DR.
TAMPA, FL. 33618-2161

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 6th day of March, 2006, by Jonathan D. Field. He/She is personally known to me or has produced _____ (type of identification) as identification.

Loretta J Smith
Notary Public, State of Florida

Loretta J. Smith
Printed name of notary

April 6, 2006
Commission Expires:

(NOTARY SEAL)

Loretta J Smith
My Commission DD088684
Expires April 06, 2006

Doc# 2006040033
Hernando County, Florida
05/10/2006 12:53PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2254 PG: 843

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 13, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 11 day of FEBRUARY, 2006.

Signed, sealed and delivered
in the presence of:

Jessica M. Marrero
Signature of Witness #1

Jessica M. Marrero
Typed/Printed Name of Witness #1

Brenda G Bergeron
Signature of Witness #2

Brenda G. Bergeron
Typed/Printed Name of Witness #2

OWNER: RUSS CRUSE

By: Russ Cruse

Printed Name: RUSS CRUSE

Address: 16126 E. RAMBLING VINE DR.
TAMPA, FLORIDA 33624

OWNER:

By:_____

Printed Name:_____

Address:

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 11 day of February, 2006, by Russ Cruse. He/She is personally known to me or has produced Driver License (type of identification) as identification.

Brenda G Bergeron
Notary Public, State of Florida

(NOTARY SEAL)

Brenda G. Bergeron
Printed name of notary

Brenda G. Bergeron
MY COMMISSION # DD221159 EXPIRES
August 10, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Expires:

Doc# 2006054759
Hernando County, Florida
06/30/2006 1:47PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2284 PG: 1627

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 57, Block 10 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 4 day of JUN, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Krisly Koneczny
Typed/Printed Name of Witness #1

Signature of Witness #2

Caroline Muniz
Typed/Printed Name of Witness #2

OWNER: BSBZ HOLDINGS, LLC

By:
Printed Name: Sarah Blackburn

Address: 6492 LAUREL OAK DR.
SPRING HILL, FL. 34607

OWNER:

By:_____
Printed Name:_____

Address:

STATE OF FLORIDA
COUNTY OF Miranda

The foregoing was acknowledged before me this 3 day of Jan, 2006, by Sarah Blackburn* *on behalf of BSB2 Holdings, LLC. He/She is personally known to me or has produced (type of identification) as identification.

Notary Public, State of Florida

(NOTARY SEAL)

Printed name of notary

Commission Expires:

Kristy N Konecsny
My Commission DD158835
Expires October 19, 2006

Doc# 2006054760
Hernando County, Florida
06/30/2006 1:47PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2284 PG: 1629

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**
Rhia Winant

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 22, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 26 day of June, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

OWNER: PAUL F. VAUSE

By: Paul F Vause

Printed Name: PAUL F VAUSE

Address: 14024 WARM SPRINGS CT.
HUDSON, FL 34667

OWNER: MARY ANN VAUSE

By: Mary Ann Vause

Printed Name: Mary Ann Vause

Address: 14024 WARM SPRINGS CT.
HUDSON, FL 34667

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing was acknowledged before me this 26 day of June, 2006, by PAUL F. VAUSE AND MARY ANN VAUSE. He/She is personally known to me or has produced Personally Known (type of identification) as identification.

Notary Public, State of Florida

Yolanda Berry

Printed name of notary

8-24-06

Commission Expires:

(NOTARY SEAL)

YOLANDA BERRY
Notary Public, State of Florida
My comm. exp. Aug. 24, 2006
Comm. No. DD 139685

2/4 (B)

OFFICIAL RECORDS
BK: 2299 PG: 1524

Doc# 2006062067
Hernando County, Florida
07/28/2006 8:57AM
KAREN NICOLAI, Clerk

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 44, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ('Property'), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Declaration');

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Club Declaration'); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ('Agreement').

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 21st day of July, 2006.

Signed, sealed and delivered
in the presence of:

Robert Morse
Signature of Witness #1

~~Jon Melde~~ Robert Morse
Typed/Printed Name of Witness #1

Signature of Witness #2

Jon Melde
Typed/Printed Name of Witness #2

OWNER: DANIEL R. DYE

By: Daniel R. Dye
Printed Name: DANIEL R. DYE

Address: 2335 VALLEY RIDGE LANE
BROOKSVILLE, FL. 34602

OWNER: SHERYL LYNN DYE

By: Sheryl Lynn Dye
Printed Name: SHERYL LYNN DYE

Address: 2335 VALLEY RIDGE LANE
BROOKSVILLE, FL. 34602

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing was acknowledged before me this 21st day of July, 2006 by Daniel + Sheryl Dye. He/She/They is personally known to me or has produced FL Drivers License (type of identification) as identification.

Sandra J Adams
Notary Public, State of Florida
SANDRA J. ADAMS
Printed name of notary
7/4/2009.
Commission Expires:

(NOTARY SEAL)
SANDRA J. ADAMS
MY COMMISSION # DD 402764
EXPIRES: July 4, 2009
Bonded Thru Budget Notary Services

Sheryl Dye
FDL [redacted]

Daniel Dye
FDL [redacted]

Doc# 2006054761
Hernando County, Florida
06/30/2006 1:47PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2284 PG: 1631

**Record and Return to:**
**Paramount Title**
**1502 W. Fletcher Avenue, Suite 101**
**Tampa, Florida 33612**
Rhea Wurant

R

JOINDER AND CONSENT
SOUTHERN HILLS PLANTATION

The undersigned Owner does hereby join in and consent to the documents listed below for purposes of declaring and agreeing that the real property described as Lot 36, Block 11 Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Page 40, of the Public Records of Hernando County, Florida ("Property"), owned in fee simple by Owner, is made and shall remain subject to all terms, conditions, covenants and restrictions set forth in the following:

1. Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in O.R. Book 1914, Page 989, as amended and supplemented in O.R. Book 1931, Page 85; O.R. Book 2033, Page 985; and O.R. Book 2139, Page 609, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Declaration");

2. Southern Hills Golf Club Declaration of Covenant, recorded on November 3, 2004, in O.R. Book 1923, Page 1880, and as supplemented in O.R. Book 2139, Page 612, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Club Declaration"); and

3. Southern Hills Golf Club Collection Agreement, recorded November 18, 2004, in O.R. Book 1931, Page 87, and as supplemented in O.R. Book 2139, Page 615, all of the Public Records of Hernando County, Florida, as further amended and supplemented ("Agreement").

Owner, for itself and its successors as to the Property, acknowledges that Owner intends and agrees to be bound by the Declaration, Club Declaration and Agreement.

THIS JOINDER AND CONSENT is dated this 20th day of JUNE, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

GEORGE R MARSHALL
Typed/Printed Name of Witness #1

Hubert A. Morrell
Signature of Witness #2

Hubert A. Morrell
Typed/Printed Name of Witness #2

OWNER: MYRON JOSEPH

By: Myron Joseph
Printed Name: Myron Joseph

Address: 112 EDEN COURT
WHITE PLAINS, NY 10603

OWNER: JOAN BERNICH

By: Joan Bernich
Printed Name: JOAN BERNICH

Address: 112 EDEN COURT
WHITE PLAINS, NY 10603

STATE OF ~~FLORIDA~~ New York
COUNTY OF Westchester

The foregoing was acknowledged before me this 20th day of June, 2006, by MYRON JOSEPH AND JOAN BERNICH. He/She is personally known to me or has produced ~~Myron Joseph~~ drivers license (type of identification) as identification.

Edward P. Hayes
Notary Public, State of ~~Florida~~ New York

(NOTARY SEAL)

Edward P. Hayes
Printed name of notary

12/09/06
Commission Expires:

**EDWARD P. HAYES**
Notary Public, State of New York
No. 02HA6084570
Qualified in Westchester County
Commission Expires December 9, 20 06

# ROADWAY AGREEMENT

THIS ROADWAY AGREEMENT ("Agreement") is made and entered into as of June 9th, 2004, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation ("Association"), with reference to the following facts:

A. Developer is the owner and developer of certain real property located in the City of Brooksville, Hernando County, Florida, commonly known as Phase 1 of the Southern Hills Plantation project ("Property").

B. The Association has been formed as the master homeowners' association for the project to be developed within the Property.

C. The Developer intends to convey the roadways within the Property to the Association to be owned and maintained by the Association as common area in accordance with the purposes and powers of the Association as set forth in its Articles of Incorporation filed with the Secretary of State of the State of Florida ("Articles").

D. The Association deems it to be in the best interests of the future Owners within the Property to agree to accept title to and the maintenance obligations associated with the roadways within the Property.

NOW, THEREFORE, in consideration of the rights and easements to be granted to the Association with respect to the Property pursuant to the Declaration of Covenants, Conditions and Restrictions to be recorded by the Developer, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Association hereby agrees to accept ownership and maintenance responsibility for the roadways within the Property as and when the Developer conveys such roadways to the Association. The Association shall own such roadways as common area and provide for the maintenance of such roadways for the benefit of all future Owners within the Property, all in accordance with the Declaration.

IN WITNESS WHEREOF, the Developer and the Association have entered into this Agreement as of the date and year first above written.

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
its Manager

By: _____
James P. Harvey, Vice President

[Signatures continued on next page.]

SOUTHERN HILLS PLANTATION
HOMEOWNERS' ASSOCIATION, INC.,
a Florida non-profit corporation

By: _____
James P. Harvey, President



C:\T\emp\o.notes.data\Roadway Agreement.doc

2008008128
AMY 2534/1532

OFFICIAL RECORDS
BK: 2534 PG: 1532

LT1-2-2008008128-1

LT2-2534-1532-4

R

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 No, Suite 103**
**Clearwater, FL 33764**

**Parcel Tax ID#____Multiple_____**

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 7 day of February, 2008, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256 ("Grantor"), and the SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14055 Riveredge Drive, Suite 225, Tampa, FL 33637 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances, except taxes for the year 2008 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record.

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

Grantee does hereby take title to the Property subject to the following covenants, agreements, obligations and restrictions, which shall be binding upon Grantee and all successors and assigns of Grantee:

**THIS IS A CONVEYANCE BY GRANTOR, AS THE DEVELOPER, OF COMMON AREA PROPERTIES TO GRANTEE, AS THE HOMEOWNERS' ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THESE TRANSFERS. NO DOCUMENTARY TRANSFER TAXES ARE DUE.**

RECORDING FEES $ 35.50
DEED DOC STAMP $ 0.70
02/14/2008 ____Deputy Clk

02/14/2008 10:36AM # Pages 4
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

Grantee acknowledges that Grantor is developing the Southern Hills Plantation community, of which this Property is a part, into a residential community ("Community"), and that the Property is being conveyed to Grantee as Common Area for the benefit of Grantee's members, and shall be maintained by Grantee as roadways, streets and rights-of-way providing access to such Community in accordance with and subject to the covenants, conditions, restrictions and easements as set forth in the Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as thereafter and hereafter amended and supplemented from time to time, and subject to the applicable Plats. Grantee, as the homeowners association for the Community and owner of the Property, agrees to fully cooperate with Grantor in Grantor's development efforts and needs, including, but not limited to, (a) executing any instruments, applications, petitions or plats that may be needed for the development of the Community; (b) executing any and all deeds, easements or other legal documents necessary to effect a change in the peripheral boundaries of any portion of the Property in connection with development of the Community; and (c) granting temporary or permanent easements appurtenant to the land constituting the Community over, across and through the Property in favor of Grantor, Hernando County, City of Brooksville, or other governmental agencies, for ingress, egress, drainage, mitigation, utilities or any other purposes not inconsistent with the use of such portion of the Property as specified on the Plats. In that regard, Grantor hereby reserves such easement and licenses as Grantor may deem reasonably necessary, from time to time, in connection with the development of the Community to enter upon the Property, and to construct, install, modify, or expand any improvements located within portions of the property for purposes of completing development in the Community, and not otherwise inconsistent with the use of the Property as designated on the Plats.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

GRANTOR:

Witnesses:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Christina Poss
Printed Name: Christina Poss

By: _____
Graydon E. Miars, Vice President

J. L. Carroll
Printed Name: James Carroll

C:\Documents and Settings\caposs\Local Settings\Temporary Internet Files\OLK17C5\Common Area Deed-roadways-3-A-1.doc

GRANTEE:

Witnesses:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Printed name: Graydon E. Miars
Its: President

Christina Poss
Printed Name: Christina Poss

J & Carroll
Printed Name: JAMES CARROLL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of February, 2008, by Graydon E. Miars, as Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

(Notary Seal)

DARRYN K. KING
MY COMMISSION # DD 375915
EXPIRES: December 1, 2008
Bonded Thru Notary Public Underwriters

Darryn K. King
Notary Public, State of Florida
Darryn K. King
Printed Name
My Commission Expires: 12/1/2008

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of February, 2008, by Graydon E. Miars, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (she) is personally known to me or has produced _____ (type of identification) as identification.

Darryn K. King
Notary Public, State of Florida

(Notary Seal)

DARRYN K. KING
MY COMMISSION # DD 375915
EXPIRES: December 1, 2008
Bonded Thru Notary Public Underwriters

Darryn K. King
Printed Name
My Commission Expires: 12/1/08

EXHIBIT "A"

All roads, streets and rights-of-ways as depicted on the plat of Southern Hills Plantation Phase3-A-1, as per the plat thereof recorded in O.R. Book 39, Page 46, of the Public Records of Hernando County, Florida, more specifically referred to as the following:

Real Tree Lane.

OFFICIAL RECORDS
BK: 2434 PG: 430

**Prepared by record, return to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 No, Suite 103**
**Clearwater, FL 33764**
**Parcel Tax ID#____ Multiple**

Doc# 2007029073
Hernando County, Florida
04/27/2007 2:37PM
KAREN NICOLAI, Clerk
RECORDING FEES $ 35.50
DEED DOC STAMP $ 6.70
04/27/2007 Deputy Clk

4/4

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 23RD day of APRIL, 2007, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10739 Deerwood Park Boulevard, Suite 300, Jacksonville, FL 32256 ("Grantor"), and the SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14055 Riveredge Drive, Suite 225, Tampa, FL 33637 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances, except taxes for the year 2007 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record.

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

Grantee does hereby take title to the Property subject to the following covenants, agreements, obligations and restrictions, which shall be binding upon Grantee and all successors and assigns of Grantee:

**THIS IS A CONVEYANCE BY GRANTOR, AS THE DEVELOPER, OF COMMON AREA PROPERTIES TO GRANTEE, AS THE HOMEOWNERS' ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THESE TRANSFERS. NO DOCUMENTARY TRANSFER TAXES ARE DUE.**

Grantee acknowledges that Grantor is developing the Southern Hills Plantation community, of which this Property is a part, into a residential community ("Community"), and that the Property is being conveyed to Grantee as Common Area for the benefit of Grantee's members, and shall be maintained by Grantee and used for landscape, hardscape, utilities and drainage for the Community, or for such other use as has been designated on the Plats, subject to the covenants, conditions, restrictions and easements as set forth in the Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as thereafter and hereafter amended and supplemented from time to time, and subject to the applicable Plats. Grantee, as the homeowners association for the Community and owner of the Property, agrees to fully cooperate with Grantor in Grantor's development efforts and needs, including, but not limited to, (a) executing any instruments, applications, petitions or plats that may be needed for the development of the Community; (b) executing any and all deeds, easements or other legal documents necessary to effect a change in the peripheral boundaries of any portion of the Property in connection with development of the Community; and (c) granting temporary or permanent easements appurtenant to the land constituting the Community over, across and through the Property in favor of Grantor, Hernando County, City of Brooksville, or other governmental agencies, for ingress, egress, drainage, mitigation, utilities or any other purposes not inconsistent with the use of such portion of the Property as specified herein or on the Plats. In that regard, Grantor hereby reserves such easement and licenses as Grantor may deem reasonably necessary, from time to time, in connection with the development of the Community to enter upon the Property, and to construct, install, modify, or expand any improvements located within portions of the property for purposes of completing development in the Community, and not otherwise inconsistent with the use of the Property as designated herein or on the Plats.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

GRANTOR:

Witnesses:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Deborah M. O'Hara
Printed Name: Deborah M. O'Hara

Melissa Trump
Printed Name: Melissa Trump

By: _____
James P. Harvey, Vice President

GRANTEE:

Witnesses:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Printed name: James P. Harvey
Its: President

_____
Printed Name: Deborah M. O'Hern

_____
Printed Name: Melissa Trump

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23 day of APRIL, 2007, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Deborah M O'Hern
My Commission DD660511
Expires 04/08/2011

_____
Notary Public, State of Florida

_____
Printed Name
My Commission Expires: 4/8/11

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23 day of APRIL, 2007, by James P. Harvey as President of Southern Hills Plantation Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (she) is personally known to me or has produced _____ (type of identification) as identification.

_____
Notary Public, State of Florida

(Notary Seal)

Deborah M. O'Hern
Printed Name
My Commission Expires: 4/8/11

Notary Public State of Florida
Deborah M O'Hern
My Commission DD660511
Expires 04/08/2011

EXHIBIT "A"

Tracts BB, W, and X, as depicted on the plat of Southern Hills Plantation Hilltop, as per the plat thereof recorded in O.R. Book 38, Page, 4, of the Public Records of Hernando County, Florida.

3 pgs
27.00
.70
3/2

(3)

Doc# 2007025969
Hernando County, Florida
04/17/2007 2:23PM
KAREN NICOLAI, Clerk

RECORDING FEES $ 27.00
DEED DOC STAMP $ 0.70
04/17/2007 Deputy Clk

OFFICIAL RECORDS
BK: 2428 PG: 1581

**Prepared by record, return to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 No, Suite 103**
**Clearwater, FL 33764**
**Part of Parcel Tax ID# R03-423-19-00000-0030-0000**

R

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 11th day of APRIL, 2007, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10739 Deerwood Park Boulevard, Suite 300, Jacksonville, Florida 32256 ("Grantor"), and CLUB VILLAS DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10739 Deerwood Park Boulevard, Suite 300, Jacksonville, Florida 32256("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And the Grantor does hereby covenant with the Grantee that the Property is free from all liens and encumbrances except taxes for the year 2007 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record;

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

**Note: This deed evidences the transfer of property between a grantor and grantee with identical ownership interests. No consideration is being paid, there is no bona fide purchaser, and the transfer is not subject to documentary transfer taxes (except minimal documentary transfer tax of $.70). See Crescent Miami Center, LLC vs. Florida Department of Revenue, 903 So. 2d 913 (Fla. 2005).**

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

Witnesses:

Printed Name: Deborah M. Ohlhorst

Printed Name: Melissa Trump

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

EXHIBIT "A"

That portion of Section 3, Township 23 South, Range 19 East, Hernando County, Florida, being further described as follows:

Commence at the Northernmost corner of Lot 11, of Southern Hills Plantation Hilltop, as recorded in Plat Book 38, Page 4, of the Public Records of Hernando County, Florida; thence along the West boundary of Tract X of said Southern Hills Plantation Hilltop, N.39°30'41"W., 209.15 feet to the South line of Summit View Drive; thence leaving said line, N.05°02'15"E., 60.00 feet to the Point of Beginning; thence N.84°57'45"W., 485.20 feet; thence N.17°38'19"W., 203.90 feet; thence S.84°57'34"E., 615.01 feet; thence S.71°45'20"E., 136.30 feet; thence S.58°48'47"E., 146.56 feet; thence S.28°45"12"W., 23.32 feet; thence S.17°45'14"W., 201.78 feet to a non-tangent curve concave Southwesterly and having a radius of 335.00 feet; thence Northwesterly along said curve, 300.28 feet through a central angle of 51°21'27" (chord bearing N.59°17'02"W., 290.33 feet) to the Point of Beginning.

OFFICIAL RECORDS
BK: 2409 PG: 1635

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 N., Ste 103
Clearwater, FL 33764

Parcel Tax ID# see Exhibit "A"

Doc# 2007015768
Hernando County, Florida
03/07/2007 10:04AM
KAREN NICOLAI, Clerk
RECORDING FEES $ 52.50
MISCELLANEOUS FEES $ 7.00
DEED DOC STAMP $ 0.70
03/07/2007 Deputy Clk

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** ("Deed") made this 2nd day of March, 2007, by **HAMPTON RIDGE DEVELOPERS, LLC**, a Delaware limited liability company, and **SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, each as their interests may appear (collectively "**Grantor**"), in favor of **SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Tampa, FL 33614 ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("**Property**"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all the hereditaments, but excluding therefrom any and all fixtures, improvements and appurtenances located thereon, thereunder or therein which are associated with non-potable irrigation water transmission, distribution, pumping and/or irrigation, including but not limited to pumps, lines, pipes, valves, meters and other structures, equipment and machinery related thereto, all of which are being retained by the Grantor;

TO HAVE AND TO HOLD the above-described Property unto Grantee, its successors and assigns, in fee simple forever.

And the Grantor does hereby covenant with the Grantee that the Property is free from all liens and encumbrances except easements, covenants, conditions, restrictions, reservations and other matters of record;

And Grantor does hereby fully warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT AS GRANTEE AS CONTEMPLATED BY THE APPLICABLE PLATS OF THE PROPERTY. NO CONSIDERATION HAS BEEN PAID AND NO DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the date aforesaid.

Witnesses:

Printed Name: Manuel A. Garcia

Printed Name: Daniel L. Cole

GRANTOR:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
James P. Harvey, Vice President

Address:
14055 Riveredge Drive, Suite 225
Tampa, FL 33637

Witnesses:

Printed Name: Manuel A. Garcia

Printed Name: Daniel L. Cole

GRANTOR:

SOUTHERN HILLS PLANTATION I
COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes

By: _____
James P. Harvey, Chairman
Board of Supervisors

Address:
3434 Colwell Avenue
Tampa, FL 33614

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of March, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

DANIEL L COE
MY COMMISSION # DD508375
EXPIRES: Jan. 18, 2010
(407) 398-0153 Florida Notary Service.com

_____
Notary Public, State of Florida
Printed name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of March, 2007, by James P. Harvey, as Chairman of the Board of Supervisors of Southern Hills Plantation I Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, on behalf of the District. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

DANIEL L COE
MY COMMISSION # DD508375
EXPIRES: Jan. 18, 2010
(407) 398-0153 Florida Notary Service.com

_____
Notary Public, State of Florida
Printed name: _____
My Commission Expires: _____

**EXHIBIT "A"**
**(Page 1 of 3)**

Tract B (Area 3); Tract B (Area 4); Tract A (Area 4); Tract B (Area 5); Tract A (Area 1); and Tract B (Area 2), all of SOUTHERN HILLS PLANTATION PHASE 2, according to the map or plat thereof as recorded in Plat Book 36, Pages 40 through 67, of the Public Records of Hernando County, Florida;

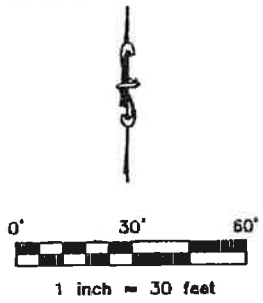
LESS and EXCEPT from Tract B (Area 5) that certain parcel described on Page 2 of this Exhibit; and

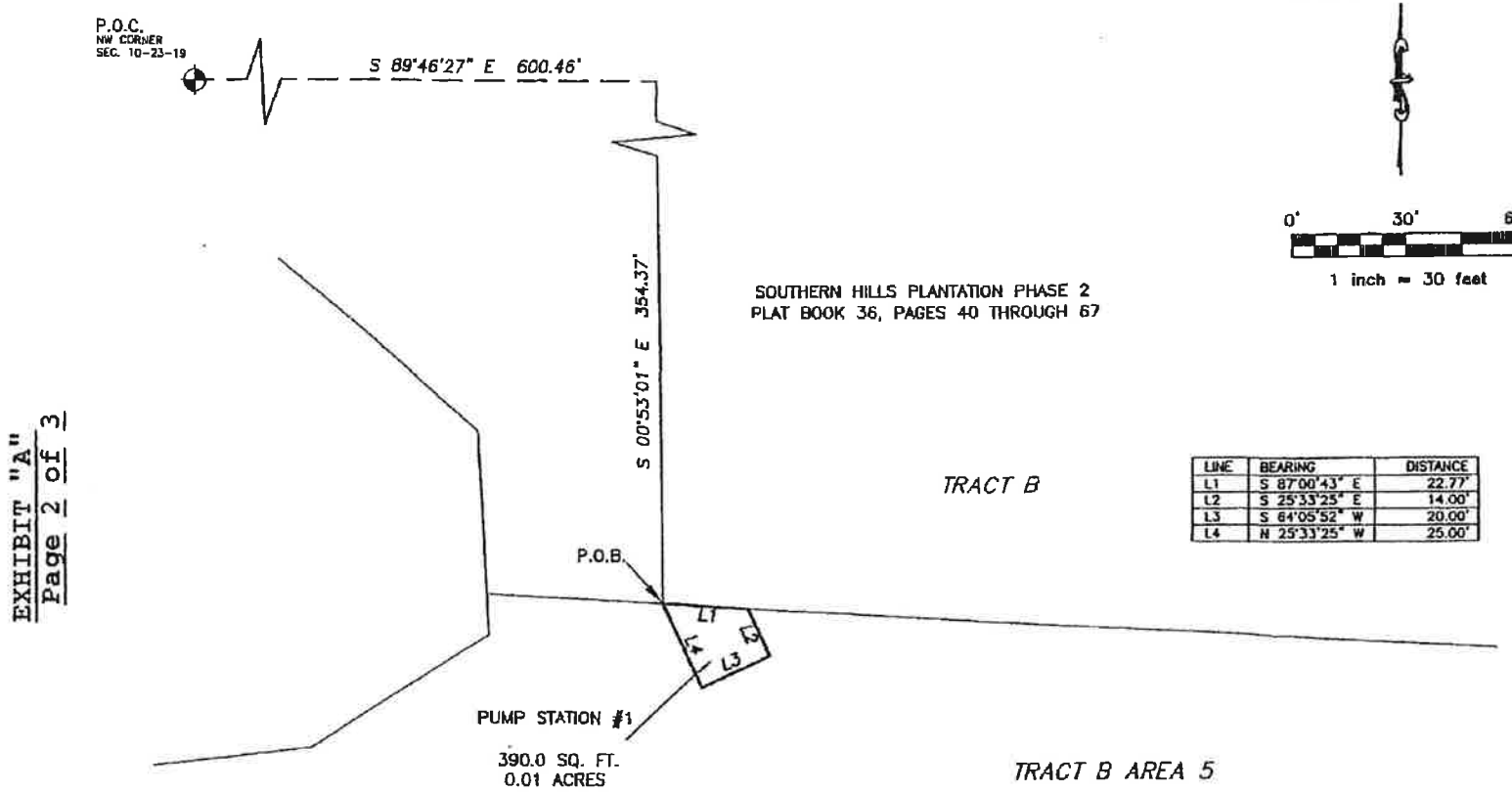
LESS and EXCEPT from Tract A (Area 4) that certain parcel described on Page 3 of this Exhibit.

**Parcel Tax ID#**:
R10-223-19-3572-0000-00B3
R10-223-19-3572-0000-00B4
R10-223-19-3572-0000-00A4
R10-223-19-3572-0000-00B5
R10-223-19-3572-0000-00A1
R10-223-19-3572-0000-00B2

# SOUTHERN HILLS PLANTATION GOLF COURSE

SEC. 10 TWP. 23 S, RNG. 19 E.
HERNANDO COUNTY, FLORIDA




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 87°00'43" E | 22.77' |
| L2 | S 25°33'25" E | 14.00' |
| L3 | S 64°05'52" W | 20.00' |
| L4 | N 25°33'25" W | 25.00' |

EXHIBIT "A"
Page 2 of 3

LEGAL DESCRIPTION PUMP STATION #1

A PORTION OF LAND LYING IN TRACT B AREA 5 OF SOUTHERN HILLS PLANTATION PHASE 2 PLAT BOOK 36 PAGES 40 THROUGH 67 HERNANDO COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SECTION 10, S 89°46'27" E A DISTANCE OF 600.46 FEET; THENCE, DEPARTING SAID SECTION LINE, S 00°53'01" E A DISTANCE OF 354.37 FEET TO THE POINT OF BEGINNING; THENCE S 87°00'43" E A DISTANCE OF 22.77 FEET; THENCE S 25°33'25" E A DISTANCE OF 14.00 FEET; THENCE S 64°05'52" W A DISTANCE OF 20.00 FEET; THENCE N 25°33'25" W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 390 SQ. FT. MORE OR LESS.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

PREPARED FOR AND CERTIFIED TO:

DATE

D6921

DRAWING PAPER UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

DANIEL MILLER, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6354

Coastal
Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.

905 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-8423 - Fax (352) 796-8369
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

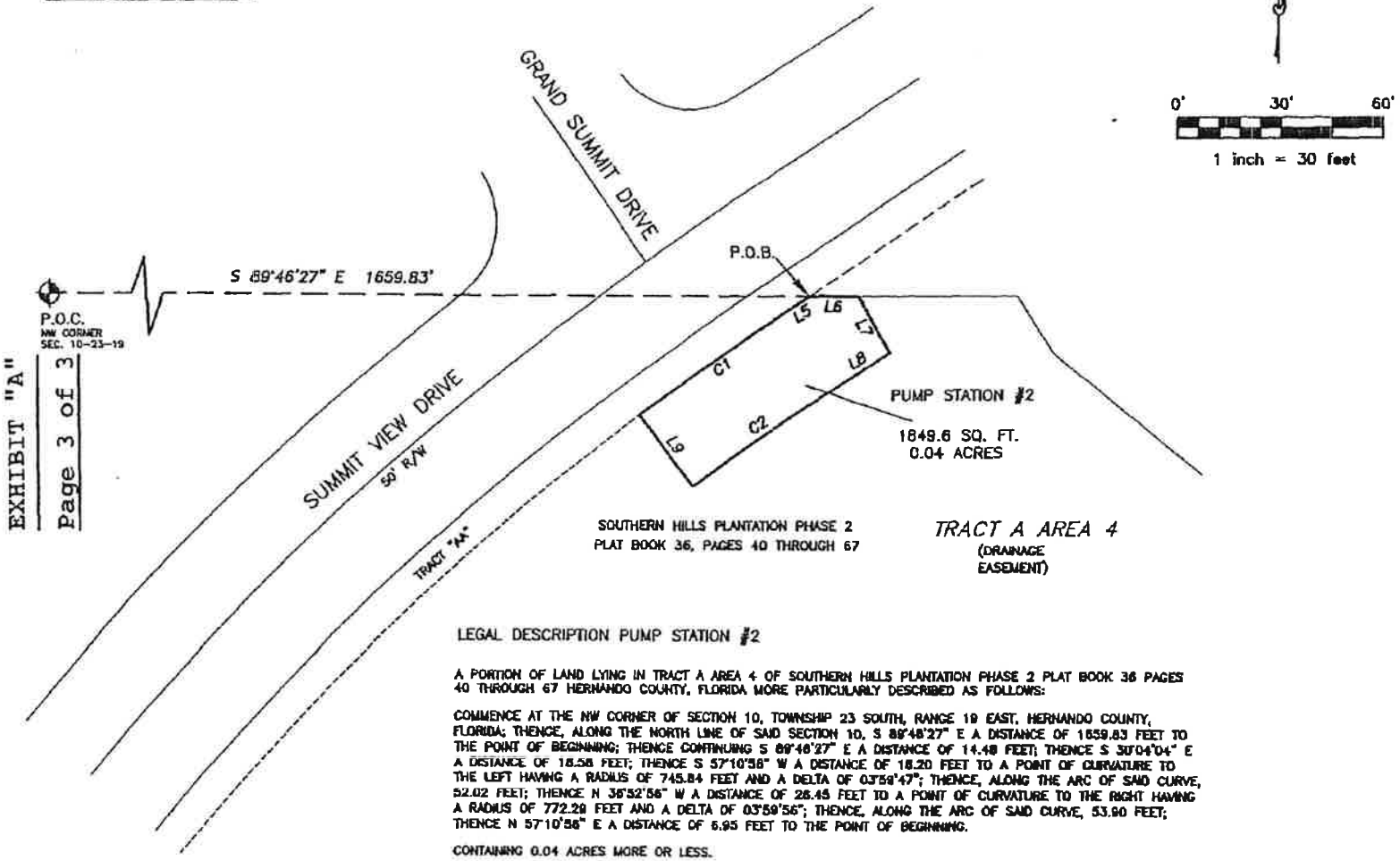
OFFICIAL RECORDS
BK: 2409 PG: 1639

# SOUTHERN HILLS PLANTATION GOLF COURSE

SEC. 10 TWP. 23 S, RNG. 19 E.
HERNANDO COUNTY, FLORIDA

| LINE | BEARING | DISTANCE |
|---|---|---|
| L5 | N 57°10'58" E | 6.95' |
| L6 | S 89°46'24" E | 14.48' |
| L7 | S 30°04'04" E | 18.58' |
| L8 | S 57°10'58" W | 18.20' |
| L9 | N 36°52'56" W | 28.45' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 772.29' | 53.90' | 53.89' | N 55°10'58" E | 03°59'58" |
| C2 | 745.84' | 52.02' | 52.01' | S 55°11'02" W | 03°59'47" |




0' 30' 60'

1 inch = 30 feet

EXHIBIT "A"

Page 3 of 3

LEGAL DESCRIPTION PUMP STATION #2

A PORTION OF LAND LYING IN TRACT A AREA 4 OF SOUTHERN HILLS PLANTATION PHASE 2 PLAT BOOK 36 PAGES 40 THROUGH 67 HERNANDO COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SECTION 10, S 89°46'27" E A DISTANCE OF 1659.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°46'27" E A DISTANCE OF 14.48 FEET; THENCE S 30°04'04" E A DISTANCE OF 18.58 FEET; THENCE S 57°10'58" W A DISTANCE OF 18.20 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 745.84 FEET AND A DELTA OF 03°59'47"; THENCE, ALONG THE ARC OF SAID CURVE, 52.02 FEET; THENCE N 36°52'56" W A DISTANCE OF 28.45 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 772.29 FEET AND A DELTA OF 03°59'56"; THENCE, ALONG THE ARC OF SAID CURVE, 53.90 FEET; THENCE N 57°10'58" E A DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION AND SKETCH

PREPARED FOR AND CERTIFIED TO:

DATE

06921

BEARINGS SHOWN HEREON UNLESS OTHERWISE NOTED, ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF SUMMIT VIEW DRIVE, BEING S 30°04'04" E, AS SHOWN ON THE PLAT OF SOUTHERN HILLS PLANTATION PHASE 2, AS RECORDED IN PLAT BOOK 36, PAGES 40 THROUGH 67, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

A. DANIEL MILLER, P.S.M. 7-22-07
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6351

Coastal
Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.

955 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-9423 - Fax (352) 796-9508
EB-0001142

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

OFFICIAL RECORDS
BK: 2409 PG: 1640

Doc# 2006052094
Hernando County, Florida
06/21/2006 3:08PM
KAREN NICOLAI, Clerk
RECORDING FEES $ 35.50
DEED DOC STAMP $ 0.70
06/21/2006 Deputy Clk
OFFICIAL RECORDS
BK: 2279 PG: 419

**Prepared by record, return to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 No, Suite 103**
**Clearwater, FL 33764**
**Parcel Tax ID#____ Multiple**

# SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19th day of June, 2006, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256 ("Grantor"), and the SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14055 Riveredge Drive, Suite 225, Tampa, FL 33637 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances, except taxes for the year 2006 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record.

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

Grantee does hereby take title to the Property subject to the following covenants, agreements, obligations and restrictions, which shall be binding upon Grantee and all successors and assigns of Grantee:

**THIS IS A CONVEYANCE BY GRANTOR, AS THE DEVELOPER, OF COMMON AREA PROPERTIES TO GRANTEE, AS THE HOMEOWNERS' ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THESE TRANSFERS. NO DOCUMENTARY TRANSFER TAXES ARE DUE.**

Grantee acknowledges that Grantor is developing the Southern Hills Plantation community, of which this Property is a part, into a residential community ("Community"), and that the Property is being conveyed to Grantee as Common Area for the benefit of Grantee's members, and shall be maintained by Grantee and used for landscape, hardscape, utilities and drainage for the Community, or for such other use as has been designated on the Plats, subject to the covenants, conditions, restrictions and easements as set forth in the Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as thereafter and hereafter amended and supplemented from time to time, and subject to the applicable Plats. Grantee, as the homeowners association for the Community and owner of the Property, agrees to fully cooperate with Grantor in Grantor's development efforts and needs, including, but not limited to, (a) executing any instruments, applications, petitions or plats that may be needed for the development of the Community; (b) executing any and all deeds, easements or other legal documents necessary to effect a change in the peripheral boundaries of any portion of the Property in connection with development of the Community; and (c) granting temporary or permanent easements appurtenant to the land constituting the Community over, across and through the Property in favor of Grantor, Hernando County, City of Brooksville, or other governmental agencies, for ingress, egress, drainage, mitigation, utilities or any other purposes not inconsistent with the use of such portion of the Property as specified herein or on the Plats. In that regard, Grantor hereby reserves such easement and licenses as Grantor may deem reasonably necessary, from time to time, in connection with the development of the Community to enter upon the Property, and to construct, install, modify, or expand any improvements located within portions of the property for purposes of completing development in the Community, and not otherwise inconsistent with the use of the Property as designated herein or on the Plats.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

GRANTOR:

Witnesses:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Melissa Trump
Printed Name: Melissa Trump

Deborah M. O'Hern
Printed Name: Deborah M. O'Hern

By: James L. Harvey
James P. Harvey, Vice President

C:\Temp\notesEA312D\Common Area Deed-other.doc

GRANTEE:

Witnesses:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Printed name: James P. Harvey
Its: President

Melissa Trump
Printed Name: Melissa Trump

Deborah M O'Hern
Printed Name: Deborah M. O'Hern

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

(Notary Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Printed Name
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by James P. Harvey as President of Southern Hills Plantation Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (she) is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Printed Name
My Commission Expires: 2/23/09

EXHIBIT "A"

Tracts AA, CC, C, D, E, F, G, J, K, N, Q, T, V, and Z, as depicted on the plat of Southern Hills Plantation Phase 1, as per the plat thereof recorded in O.R. Book 35, Page, 1, of the Public Records of Hernando County, Florida;

Together with Tracts F, G, and H, less and except any designated Wetland Conservation Areas, as depicted on the plat of Southern Hills Plantation Phase 2, as per the plat thereof recorded in O.R. Book 36, Page 40, of the Public Records of Hernando County, Florida; and

Together with Tracts C and D, as depicted on the plat of Southern Hills Plantation Phase 2A, as per the plat thereof recorded in O.R. Book 36, Page 68, of the Public Records of Hernando County, Florida.; and

Together with Tracts A, B, C and H, as depicted on the plat of Southern Hills Plantation Phase 3, as per the plat thereof recorded in O.R. Book 37, Page 45, of the Public Records of Hernando County, Florida.

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 No, Suite 103
Clearwater, FL 33764

Doc# 2006052093
Hernando County, Florida
06/21/2006 3:00PM
KAREN NICOLAI, Clerk
RECORDING FEES $ 44.00
DEED DOC STAMP $ 0.70
06/21/2006 Deputy Clk
OFFICIAL RECORDS
BK: 2279 PG: 414

Parcel Tax ID# Multiple

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19th day of June, 2006, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256 ("Grantor"), and the SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14055 Riveredge Drive, Suite 225, Tampa, FL 33637 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances, except taxes for the year 2006 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record.

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

Grantee does hereby take title to the Property subject to the following covenants, agreements, obligations and restrictions, which shall be binding upon Grantee and all successors and assigns of Grantee:

**THIS IS A CONVEYANCE BY GRANTOR, AS THE DEVELOPER, OF COMMON AREA PROPERTIES TO GRANTEE, AS THE HOMEOWNERS' ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THESE TRANSFERS. NO DOCUMENTARY TRANSFER TAXES ARE DUE.**

Grantee acknowledges that Grantor is developing the Southern Hills Plantation community, of which this Property is a part, into a residential community ("Community"), and that the Property is being conveyed to Grantee as Common Area for the benefit of Grantee's members, and shall be maintained by Grantee as roadways, streets and rights-of-way providing access to such Community in accordance with and subject to the covenants, conditions, restrictions and easements as set forth in the Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as thereafter and hereafter amended and supplemented from time to time, and subject to the applicable Plats. Grantee, as the homeowners association for the Community and owner of the Property, agrees to fully cooperate with Grantor in Grantor's development efforts and needs, including, but not limited to, (a) executing any instruments, applications, petitions or plats that may be needed for the development of the Community; (b) executing any and all deeds, easements or other legal documents necessary to effect a change in the peripheral boundaries of any portion of the Property in connection with development of the Community; and (c) granting temporary or permanent easements appurtenant to the land constituting the Community over, across and through the Property in favor of Grantor, Hernando County, City of Brooksville, or other governmental agencies, for ingress, egress, drainage, mitigation, utilities or any other purposes not inconsistent with the use of such portion of the Property as specified on the Plats. In that regard, Grantor hereby reserves such easement and licenses as Grantor may deem reasonably necessary, from time to time, in connection with the development of the Community to enter upon the Property, and to construct, install, modify, or expand any improvements located within portions of the property for purposes of completing development in the Community, and not otherwise inconsistent with the use of the Property as designated on the Plats.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

GRANTOR:

Witnesses:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Melissa Trump
Printed Name: Melissa Trump

Deborah N. O'Hara
Printed Name: Deborah N. O'Hara

By: _____
James P. Harvey, Vice President

C:\Temp\notesEA312D\Common Area Deed-roadways.doc

GRANTEE:

Witnesses:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Printed name: James P. Harvey
Its: President

Melissa Trump
Printed Name: Melissa Trump

Deborah M. O'Hern
Printed Name: Deborah M. O'Hern

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

(Notary Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Printed Name
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by James P. Harvey as President of Southern Hills Plantation Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (she) is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Printed Name
My Commission Expires: 2/23/09

EXHIBIT "A"

All roads, streets and rights-of-ways as depicted on the plat of Southern Hills Plantation Phase 1, as per the plat thereof recorded in O.R. Book 35, Page, 1, of the Public Records of Hernando County, Florida, more specifically referred to as the following:

Summit View Drive
Pointe Place
Sterling Bluff Way
Lily Pond Court
Southern Hills Boulevard
Grand Summit Drive
Ravensbrook Court
Crown Peak Court
Sheltered Hill Drive
Mossy Oak Court
Southern Valley Loop
Zenith Garden Loop

Together with all roads, streets and rights-of-ways as depicted on the plat of Southern Hills Plantation Phase 2, as per the plat thereof recorded in O.R. Book 36, Page 40, of the Public Records of Hernando County, Florida, more specifically referred to as the following:

Cypress Pond Court
Southern Valley Loop
Bristol Wood Place
Hickory Oak Drive
Majestic Hills Loop
Forest Garden Court
English Walnut Place
Cedar Ridge Drive
Pinnacle Place Drive

Together with all roads, streets and rights-of-ways as depicted on the plat of Southern Hills Plantation Phase 2A, as per the plat thereof recorded in O.R. Book 36, Page 68, of the Public Records of Hernando County, Florida, more specifically referred to as the following:

Autumn Oak Lane

Together with all roads, streets and rights-of-ways as depicted on the plat of Southern Hills Plantation Phase3, as per the plat thereof recorded in O.R. Book 37, Page 45, of the Public Records of Hernando County, Florida, more specifically referred to as the following:

Summit View Drive
Evening Ray Drive
Dusk Rose Lane
Creek Ridge Road

OFFICIAL RECORDS
BK: 2444 PG: 801

R

**Prepared by record, return to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 No, Suite 103**
**Clearwater, FL 33764**
**Parcel Tax ID#____ Multiple**

Doc# 2007034300
Hernando County, Florida
05/21/2007 12:21PM
KAREN NICOLAI, Clerk
RECORDING FEES $ 35.50
DEED DOC STAMP $ 0.70
05/21/2007 Deputy Clk

4/4

## CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED is made this 17th day of MAY, 2007, by and between HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256 ("Grantor"), and the SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose address is 14055 Riveredge Drive, Suite 225, Tampa, FL 33637 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable considerations, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hernando County, Florida ("Property"):

> That certain real property which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that the Property is free from all liens and encumbrances, except taxes for the year 2006 and subsequent years, and easements, covenants, conditions, restrictions, reservations and other matters of record.

And Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under it, but against none other.

**This Corrective Special Warranty Deed is being given to correct the description of the tracts contained in Exhibit "A" to that certain Special Warranty Deed dated June 19, 2006, and recorded in O.R. book 2279, Page 419, of the Public Records of Hernando County, Florida.**

**THIS IS A CONVEYANCE BY GRANTOR, AS THE DEVELOPER, OF COMMON AREA PROPERTIES TO GRANTEE, AS THE HOMEOWNERS' ASSOCIATION. NO CONSIDERATION HAS BEEN DELIVERED FOR THESE TRANSFERS. NO DOCUMENTARY TRANSFER TAXES ARE DUE.**

Grantee does hereby take title to the Property subject to the following covenants, agreements, obligations and restrictions, which shall be binding upon Grantee and all successors and assigns of Grantee:

Grantee acknowledges that Grantor is developing the Southern Hills Plantation community, of which this Property is a part, into a residential community ("Community"), and that the Property is being conveyed to Grantee as Common Area for the benefit of Grantee's members, and shall be maintained by Grantee and used for landscape, hardscape, utilities and drainage for the Community, or for such other use as has been designated on the Plats, subject to the covenants, conditions, restrictions and easements as set forth in the Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records of Hernando County, Florida, as thereafter and hereafter amended and supplemented from time to time, and subject to the applicable Plats. Grantee, as the homeowners association for the Community and owner of the Property, agrees to fully cooperate with Grantor in Grantor's development efforts and needs, including, but not limited to, (a) executing any instruments, applications, petitions or plats that may be needed for the development of the Community; (b) executing any and all deeds, easements or other legal documents necessary to effect a change in the peripheral boundaries of any portion of the Property in connection with development of the Community; and (c) granting temporary or permanent easements appurtenant to the land constituting the Community over, across and through the Property in favor of Grantor, Hernando County, City of Brooksville, or other governmental agencies, for ingress, egress, drainage, mitigation, utilities or any other purposes not inconsistent with the use of such portion of the Property as specified herein or on the Plats. In that regard, Grantor hereby reserves such easement and licenses as Grantor may deem reasonably necessary, from time to time, in connection with the development of the Community to enter upon the Property, and to construct, install, modify, or expand any improvements located within portions of the property for purposes of completing development in the Community, and not otherwise inconsistent with the use of the Property as designated herein or on the Plats.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

GRANTOR:

Witnesses:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Spielberger
Printed Name: Cheryll Spielberger

By: _____
Graydon E. Miars, Vice President

Melissa Trump
Printed Name: Melissa Trump

GRANTEE:

Witnesses:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Printed name: GRAYDON E. MIARS
Its: President

_____
Printed Name: Cheryl Spielberger

_____
Printed Name: Melissa Trump

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of MAY, 2007, by Grayden E. Miars, Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

(Notary Seal)

CHERYL L. SPIELBERGER
MY COMMISSION # DD 580500
EXPIRES: August 7, 2010
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida
Cheryl Spielberger
Printed Name
My Commission Expires: AUG 7, 2010

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17th day of MAY, 2007, by GRAYDON E. MIARS, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He (she) is personally known to me or has produced _____ (type of identification) as identification.

_____
Notary Public, State of Florida

(Notary Seal)

Cheryl Spielberger
Printed Name
My Commission Expires: AUG 7, 2010

CHERYL L. SPIELBERGER
MY COMMISSION # DD 580500
EXPIRES: August 7, 2010
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC STATE OF FLORIDA

OFFICIAL RECORDS
BK: 2259 PG: 1897

Doc# 2006042964
Hernando County, Florida
05/19/2006 12:46PM
KAREN NICOLAI, Clerk

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

R

3
ICW

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION
## (Additional Property)

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Declaration of Covenants and Restrictions for Southern Hills Plantation ("Declaration"), which was recorded on October 15, 2004, in O.R. Book 1914 Page 989, Public Records of Hernando County, Florida, as has been and may be amended from time to time, by submitting Additional Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration.

This Supplemental Declaration is made pursuant to Article XI of the Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property.

This Supplemental Declaration is made effective as of May 11, 2006.

DECLARANT:

Signed, sealed and delivered
in the presence of:

Deborah M. O'Hara
Signature of Witness #1

Deborah M. O'Hara
Typed/Printed Name of Witness #1

Christina A Poss
Signature of Witness #2

Christina A Poss
Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By: James P. Harvey
Printed name: James P. Harvey
Title: Vice President

BK#12258 RE#0898

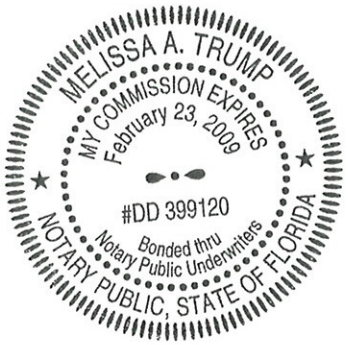
OFFICIAL RECORDS
BK: 2259 PG: 1898

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the company. ~~He is personally known to me~~ or has produced _____ as identification.

Melissa A Trump
Notary Public, State of Florida

(NOTARY SEAL)




Melissa A. Trump
Printed name of notary

Feb 23, 2009
Commission Expiration Date

EXHIBIT "A"

SOUTHERN HILLS PLANTATION PHASE 3, according to the map or plat thereof recorded in Plat Book 37, Pages 45 through 55, of the Public Records of Hernando County, Florida.

(1)

R
PER GNV

Doc# 2005099177
Hernando County, Florida
11/08/2005 10:33AM
KAREN NICOLAI, Clerk

**Prepared by and when recorded mail to:** PARAMOUNT TITLE 1502 W FLETCHER AVE SUITE 101 TAMPA FL. 33612
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

OFFICIAL RECORDS
BK: 2139 PG: 609

3/4

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION
**(Additional Property)**

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Declaration of Covenants and Restrictions for Southern Hills Plantation ("Declaration"), which was recorded on October 15, 2004, in O.R. Book 1914 Page 989, Public Records of Hernando County, Florida, as has been and may be amended from time to time, by submitting Additional Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration.

This Supplemental Declaration is made pursuant to Article XI of the Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property.

This Supplemental Declaration is made effective as of September 27, 2005.

DECLARANT:

Signed, sealed and delivered in the presence of:

Signature of Witness #1

Deborah M. O'Neal
Typed/Printed Name of Witness #1

Amanda K. Cortes
Signature of Witness #2

Amanda K. Cortes
Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By: _____
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st day of November, 2005, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Trout Creek Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

CAROL MCGRATH
Notary Public - State of Florida
My Commission Expires Feb 9, 2009
Commission # DD 394943
Bonded By National Notary Assn.

(NOTARY SEAL)

Carol M'Grath
Notary Public, State of Florida

Carol M'Grath
Printed name of notary

_____
Commission Expiration Date

EXHIBIT "A"

SOUTHERN HILLS PLANTATION PHASE 2, according to the map or plat thereof recorded in Plat Book 36, Pages 40 through 67, of the Public Records of Hernando County, Florida;

and

SOUTHERN HILLS PLANTATION PHASE 2A, according to the map or plat thereof recorded in Plat Book 36, Pages 68 through 72, of the Public Records of Hernando County, Florida

OFFICIAL RECORDS
BK 1991 PG: 559

Doc# 2005022255
Hernando County, Florida
03/23/2005 9:57AM
KAREN NICOLAI, Clerk

**Prepared by and when recorded return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (SOUTHERN VALLEY MANORS NEIGHBORHOOD)

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 15TH day of MARCH, 2005 by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

## STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto ("Southern Valley Manors Neighborhood"), lying within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

## STATEMENT OF DECLARATION

Developer hereby declares that the Southern Valley Manors Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as amended by this Supplemental Declaration.

1. Designation. The Southern Valley Manors Neighborhood is hereby designated as a Neighborhood. The Southern Valley Manors Neighborhood may, but shall not be required to, be expanded by the Developer, in its sole discretion, at any time and from time to time, by

the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, the Builder, the Owners or any or all Owners of Lots within the Southern Valley Manors Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Southern Valley Manors Neighborhood at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance, shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Southern Valley Manors Neighborhood. An Owner within the Southern Valley Manors Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Southern Valley Manors Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.

3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot in the Southern Valley Manors Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, weeding, elimination of cutting (blowing), trimming (including oak trees), mulch replacement, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Southern Valley Manors Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of annuals or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Southern Valley Manors Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the

foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Southern Valley Manors Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement, immediately when due. Failure by any Owner to pay any such invoice immediately when due, shall give rise to an indebtedness of the Owner to the Association and treated in accordance with Article VII, Section 13 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Southern Valley Manors Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Southern Valley Manors Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VII, Section 8 of the Declaration.

5. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are owners of a Lot within the Southern Valley Manors Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Southern Valley Manors Neighborhood as to matters unique to, and affecting only the Lot Owners within the Southern Valley Manors Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Declarant has sold seventy-five percent (75%) of the Lots within the Southern Valley Manors Neighborhood, the Board shall appoint all three (3) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold ninety percent (90%) of the Lots within the Southern Valley Manors Neighborhood, the Board shall appoint two (2) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold the last Lot within the Southern Valley Manors Neighborhood, the Board shall appoint one (1) person to be designated by Declarant to serve on the Neighborhood Committee.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
its sole member
By: LandMar Management, LLC,
a Delaware limited liability company

Witness:

By: _____
Name: JAMES P. HARVEY
Title: VICE-PRESIDENT

ASSOCIATION:

Witness:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of March, 2005, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, on behalf of LandMar Group, LLC, a Delaware limited liability company, on behalf of Hampton Ridge Developers, LLC, a Delaware limited liability company, as its sole member. He is personally known to me or has produced _____ (type of identification) as identification.

Deborah M O'Hern
My Commission DD046078
Expires August 01, 2005

Deborah M O'Hern
Notary Public, State of Florida

Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of March, 2005, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Deborah M O'Hern
My Commission DD046078
Expires August 01, 2005

Deborah M O'Hern
Notary Public, State of Florida

Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

## EXHIBIT "A"

Description of Southern Valley Manors Lots

Lots 1 through 40, Block 7, Southern Hills Plantation Phase 1, according to the map or plat thereof recorded in Plat Book 35, Pages 1 through 18, public records of Hernando County, Florida.

(1)

R
PER ENV

Doc# 2005099177
Hernando County, Florida
11/08/2005 10:33AM
KAREN NICOLAI, Clerk

**Prepared by and when recorded mail to:** PARAMOUNT TITLE 1502 W FLETCHER AVE SUITE 101 TAMPA FL. 33612
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

OFFICIAL RECORDS
BK: 2139 PG: 609

3/9

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION
## (Additional Property)

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Declaration of Covenants and Restrictions for Southern Hills Plantation ("Declaration"), which was recorded on October 15, 2004, in O.R. Book 1914 Page 989, Public Records of Hernando County, Florida, as has been and may be amended from time to time, by submitting Additional Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration.

This Supplemental Declaration is made pursuant to Article XI of the Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property.

This Supplemental Declaration is made effective as of September 27, 2005.

DECLARANT:

Signed, sealed and delivered in the presence of:

Signature of Witness #1

Deborah M. O'Neal
Typed/Printed Name of Witness #1

Amanda K. Cortes
Signature of Witness #2

Amanda K. Cortes
Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By: _____
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st day of November, 2005, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Trout Creek Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

CAROL MCGRATH
Notary Public - State of Florida
My Commission Expires Feb 9, 2009
Commission # DD 394943
Bonded By National Notary Assn.

(NOTARY SEAL)

Carol M'Grath
Notary Public, State of Florida

Carol M'Grath
Printed name of notary

Commission Expiration Date

EXHIBIT "A"

SOUTHERN HILLS PLANTATION PHASE 2, according to the map or plat thereof recorded in Plat Book 36, Pages 40 through 67, of the Public Records of Hernando County, Florida;

and

SOUTHERN HILLS PLANTATION PHASE 2A, according to the map or plat thereof recorded in Plat Book 36, Pages 68 through 72, of the Public Records of Hernando County, Florida

Doc# 2006074099
Hernando County, Florida
09/12/2006 1:39PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2325 PG: 106

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

R

## SUPPLEMENTAL DECLARATION TO SOUTHERN HILLS GOLF CLUB COLLECTION AGREEMENT

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Southern Hills Golf Club Collection Agreement ("Agreement"), which was recorded on November 18, 2004, in O.R. Book 1931 Page 87, Public Records of Hernando County, Florida, by adding to the Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Agreement, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Agreement.

This Supplemental Declaration is made pursuant to the terms of Paragraph 9 of the Agreement for the purpose of adding property to the Property.

This Supplemental Declaration is made effective as of May 11, 2006.

WITNESSES:

Deborah M O'Hern
Printed Name: Deborah M. O'Hern

Christina A Poss
Printed Name: Christina A Poss

SOUTHERN HILLS PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by James P. Harvey the President of Southern Hills Plantation Homeowners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A. Trump
Notary Public, State of Florida

Melissa A. Trump
Print Name
My Commission Expires

SOUTHERN HILLS PLANTATION
GOLF CLUB, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company
Its: Manager and Member

By: LandMar Management, LLC,
a Delaware limited liability company,
Its: Manager

Deborah M. Oxford
Printed Name: Deborah M. Oxford

Christina A Poss
Printed Name: Christina A Poss

By: _____
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the Manager of LandMar Group, LLC, a Delaware limited liability company, the Manager and a Member of Southern Hills Plantation Golf Club, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Print Name
My Commission Expires:

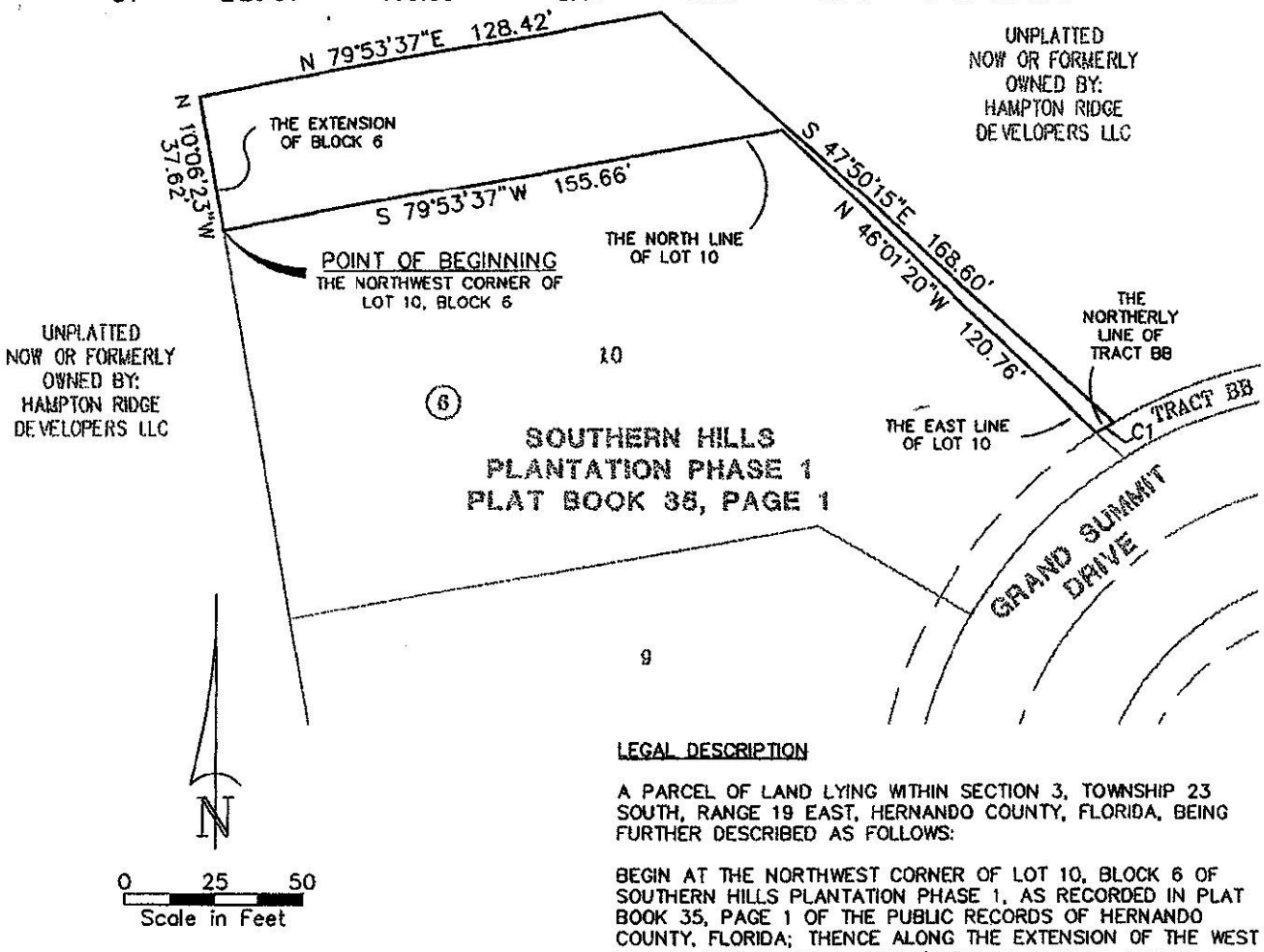
MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

C:\Temp\notesEA312D\Supplement to G.C. Agreement-Hilltop.doc

# EXHIBIT "A" (Additional Property)

THIS IS NOT A SURVEY

| CURVE | DELTA | RADIUS | ARC | CHORD | TANGENT | CHORD BEARING |
|---|---|---|---|---|---|---|
| C1 | 2°20'01" | 135.00 | 5.50 | 5.50 | 2.75 | S 57°42'48"W |




## SURVEYOR'S NOTES

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 10, BLOCK 6 OF SOUTHERN HILLS PLANTATION PHASE 1, AS RECORDED IN PLAT BOOK 35, PAGE 1 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EXTENSION OF THE WEST LINE OF SAID BLOCK 6, N10°06'23"W, 37.62 FEET; THENCE N79°53'37"E, 128.42 FEET; THENCE S47°50'15"E, 168.60 FEET TO THE NORTHERLY LINE OF TRACT BB AS RECORDED IN SAID PLAT AND THE POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 5.50 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 02°20'01" AND A CHORD BEARING AND DISTANCE OF S57°42'47"W, 5.50 FEET TO THE EAST LINE OF LOT 10, BLOCK 6 OF SAID PLAT; THENCE ALONG THE EAST AND NORTH LINE OF SAID LOT 10, THE FOLLOWING TWO (2) COURSES; (1) N46°01'20"W, 120.76 FEET; (2) S79°53'37"W, 155.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,790 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

ADDITIONAL LAND FOR SOUTHERN HILLS

PLANTATION HILLTOP REPLAT

| SCALE | DATE | DRAWN | CALCED | CHECKED |
|---|---|---|---|---|
| 1"=50' | 5/5/2006 | GMK | GMK | JDO |
| JOB No. | | SECTION | TOWNSHIP | RANGE |
| 9632-002-101 | | 3 | 23 SOUTH | 19 EAST |

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES DARIN O'NEAL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.5926
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\...\EY\9632\002\101\PLAT\SKETCH-LEGAL\ADD-LAND-REPLAT.dwg

R PARAMOUNT TITLE
1502 W. FLETCHER AVE SUITE 101
TAMPA FL 33612

PER ENT

(2)

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

Doc# 2005099178
Hernando County, Florida
11/08/2005 10:33AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2139 PG: 612

3/4

# SUPPLEMENTAL DECLARATION TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), which was recorded on November 3, 2004, in O.R. Book 1923 Page 1880, Public Records of Hernando County, Florida, by adding to the Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Club Declaration.

This Supplemental Declaration is made pursuant to Paragraph 24.2 of the Club Declaration for the purpose of adding property to the Property.

This Supplemental Declaration is made effective as of September 27, 2005.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Deborah M. O'Neil

Typed/Printed Name of Witness #1

Amanda K. Cortes

Signature of Witness #2

Amanda K. Cortes

Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By: James P. Harvey
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of November, 2005, by James P. Harvey as vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Trout Creek Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

CAROL MCGRATH
Notary Public - State of Florida
My Commission Expires Feb 9, 2009
Commission # DD 394943
Bonded By National Notary Assn.

(NOTARY SEAL)

Carol M'Grath
Notary Public, State of Florida

Carol M'Grath
Printed name of notary

Commission Expiration Date

EXHIBIT "A"

SOUTHERN HILLS PLANTATION PHASE 2, according to the map or plat thereof recorded in Plat Book 36, Pages 40 through 67, of the Public Records of Hernando County, Florida;

and

SOUTHERN HILLS PLANTATION PHASE 2A, according to the map or plat thereof recorded in Plat Book 36, Pages 68 through 72, of the Public Records of Hernando County, Florida

Doc# 2006074100
Hernando County, Florida
09/12/2006 1:39PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2325 PG: 110

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

R

# SUPPLEMENTAL DECLARATION TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), which was recorded on November 3, 2004, in O.R. Book 1923 Page 1880, Public Records of Hernando County, Florida, by adding to the Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Club Declaration.

This Supplemental Declaration is made pursuant to Paragraph 24.2 of the Club Declaration for the purpose of adding property to the Property.

This Supplemental Declaration is made effective as of May 11, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By: _____
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by James P. Harvey as vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Melissa A Trump
Notary Public, State of Florida

(NOTARY SEAL)




Melissa A. Trump
Printed name of notary

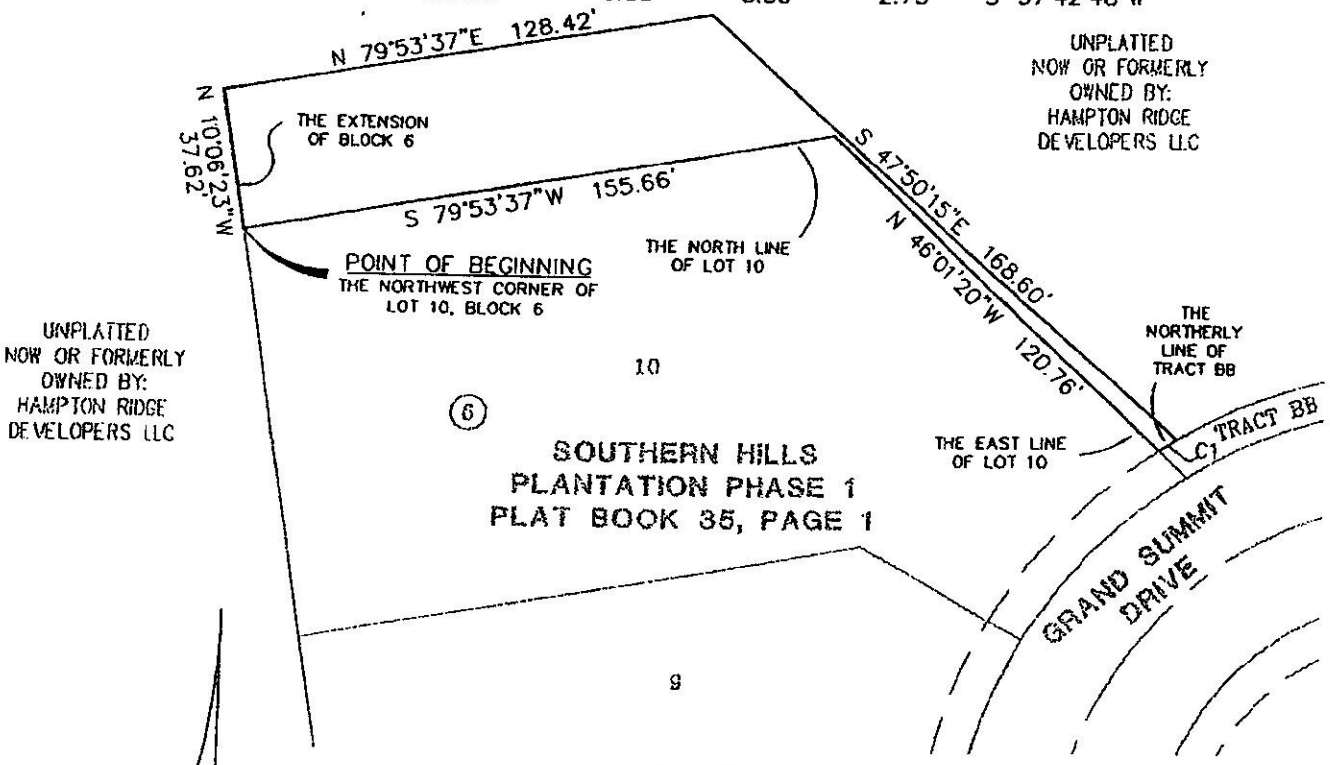
Feb 23, 2009
Commission Expiration Date

OFFICIAL RECORDS
BK: 2325 PG: 112

# EXHIBIT "A" (Additional Property)

THIS IS NOT A SURVEY

| CURVE | DELTA | RADIUS | ARC | CHORD | TANGENT | CHORD BEARING |
|---|---|---|---|---|---|---|
| C1 | 2°20'01" | 135.00 | 5.50 | 5.50 | 2.75 | S 57°42'48"W |




## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 10, BLOCK 6 OF SOUTHERN HILLS PLANTATION PHASE 1, AS RECORDED IN PLAT BOOK 35, PAGE 1 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EXTENSION OF THE WEST LINE OF SAID BLOCK 6, N10°06'23"W, 37.62 FEET; THENCE N79°53'37"E, 128.42 FEET; THENCE S47°50'15"E, 168.60 FEET TO THE NORTHERLY LINE OF TRACT BB AS RECORDED IN SAID PLAT AND THE POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 5.50 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 02°20'01" AND A CHORD BEARING AND DISTANCE OF S57°42'47"W, 5.50 FEET TO THE EAST LINE OF LOT 10, BLOCK 6 OF SAID PLAT; THENCE ALONG THE EAST AND NORTH LINE OF SAID LOT 10, THE FOLLOWING TWO (2) COURSES; (1) N46°01'20"W, 120.76 FEET; (2) S79°53'37"W, 155.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,790 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

ADDITIONAL LAND FOR SOUTHERN HILLS

PLANTATION HILLTOP REPLAT

| SCALE | DATE | DRAWN | CALCED | CHECKED |
|---|---|---|---|---|
| 1"=50' | 5/5/2006 | GMK | GMK | JOO |
| JOB No. 9632-002-101 | | SECTION 3 | TOWNSHIP 23 SOUTH | RANGE 19 EAST |


King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813-880-8881
FAX 813-880-8882
E-MAIL king@kingengineering.com


CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

JAMES DARIN O'NEAL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5926
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\9632\002\101\PLAT\SKETCH-LEGAL\ADD-LAND-REPLAT.dwg

Doc# 2007025968
Hernando County, Florida
04/17/2007 2:23PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2428 PG: 1578

(2)

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

## SUPPLEMENTAL DECLARATION TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), which was recorded on November 3, 2004, in O.R. Book 1923 Page 1880, Public Records of Hernando County, Florida, as amended and/or supplemented from time to time, by adding to the Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Club Declaration.

This Supplemental Declaration is made pursuant to Paragraph 24.2 of the Club Declaration for the purpose of adding property to the Property.

This Supplemental Declaration is made effective as of APRIL 13, 2007.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Typed/Printed Name of Witness #1

Signature of Witness #2

Melissa Trump
Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By:
James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of April, 2007, by James P. Harvey as Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Melissa A. Trump
Notary Public, State of Florida

(NOTARY SEAL)




Melissa A. Trump
Printed name of notary

2/23/2009
Commission Expiration Date

OFFICIAL RECORDS
BK: 2259 PG: 1900

Doc# 2006042965
Hernando County, Florida
05/19/2006 12:47PM
KAREN NICOLAI, Clerk

**Prepared by and when**
**recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

3
JCV

## SUPPLEMENTAL DECLARATION TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), which was recorded on November 3, 2004, in O.R. Book 1923 Page 1880, Public Records of Hernando County, Florida, by adding to the Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Club Declaration.

This Supplemental Declaration is made pursuant to Paragraph 24.2 of the Club Declaration for the purpose of adding property to the Property.

This Supplemental Declaration is made effective as of May 11, 2006.

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Typed/Printed Name of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its sole member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By:
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of May, 2006, by James P. Harvey as vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Melissa A Trump
Notary Public, State of Florida

(NOTARY SEAL)




Melissa A. Trump
Printed name of notary

Feb 23, 2009
Commission Expiration Date

EXHIBIT "A"

SOUTHERN HILLS PLANTATION PHASE 3, according to the map or plat thereof recorded in Plat Book 37, Pages 45 through 55, of the Public Records of Hernando County, Florida.

OFFICIAL RECORDS
BK 1991 PG: 553

Doc# 2005022254
Hernando County, Florida
03/23/2005 9:57AM
KAREN NICOLAI, Clerk

**Prepared by and when recorded return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (LILY POND VILLAGE NEIGHBORHOOD)

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 15th day of March, 2005 by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

## STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto ("Lily Pond Village Neighborhood"), lying within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

## STATEMENT OF DECLARATION

Developer hereby declares that the Lily Pond Village Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as amended by this Supplemental Declaration.

1. Designation. The Lily Pond Village Neighborhood is hereby designated as a Neighborhood. The Lily Pond Village Neighborhood may, but shall not be required to, be expanded by the Developer, in its sole discretion, at any time and from time to time, by the addition of

additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, the Builder, the Owners or any or all Owners of Lots within the Lily Pond Village Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Lily Pond Village Neighborhood at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance, shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Lily Pond Village Neighborhood. An Owner within the Lily Pond Village Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Lily Pond Village Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.

3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot in the Lily Pond Village Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, weeding, elimination of cutting (blowing), trimming (including oak trees), mulch replacement, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Lily Pond Village Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of annuals or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Lily Pond Village Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the

Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Lily Pond Village Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement, immediately when due. Failure by any Owner to pay any such invoice immediately when due, shall give rise to an indebtedness of the Owner to the Association and treated in accordance with Article VII, Section 13 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Lily Pond Village Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Lily Pond Village Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VII, Section 8 of the Declaration.

5. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are owners of a Lot within the Lily Pond Village Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Lily Pond Village Neighborhood as to matters unique to, and affecting only the Lot Owners within the Lily Pond Village Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Declarant has sold seventy-five percent (75%) of the Lots within the Lily Pond Village Neighborhood, the Board shall appoint all three (3) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold ninety percent (90%) of the Lots within the Lily Pond Village Neighborhood, the Board shall appoint two (2) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold the last Lot within the Lily Pond Village Neighborhood, the Board shall appoint one (1) person to be designated by Declarant to serve on the Neighborhood Committee.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
its sole member
By: LandMar Management, LLC,
a Delaware limited liability company

Witness:

By: _____
Name: JAMES P. HARVEY
Title: VICE-PRESIDENT

ASSOCIATION:

Witness:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2005, by JAMES P. HARVEY, as VICE PRESIDENT of LandMar Management, LLC, a Delaware limited liability company, on behalf of LandMar Group, LLC, a Delaware limited liability company, on behalf of Hampton Ridge Developers, LLC, a Delaware limited liability company, as its sole member. He is personally known to me or has produced _____ (type of identification) as identification.

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

Deborah M O'Hern
Notary Public, State of Florida

Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2005, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Deborah M O'Hern
My Commission DD046976
Expires August 01, 2005

Deborah M O'Hern
Notary Public, State of Florida

Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

## EXHIBIT "A"

Description of Lily Pond Village Lots

Lots 1 through 27, Block 3, Southern Hills Plantation Phase 1, according to the map or plat thereof recorded in Plat book 35, Pages 1 through 18, of the Public Records of Hernando County, Florida.

3 pgs
$7.00

Doc# 2006074101
Hernando County, Florida
09/12/2006 1:39PM
KAREN NICOLAI, Clerk
OFFICIAL RECORDS
BK: 2325 PG: 113

**Prepared by and when recorded mail to:**
**DONNA J. FELDMAN, P.A.**
**19321-C U.S. Highway 19 North**
**Suite 103**
**Clearwater, FL 33764**

R

**SUPPLEMENTAL DECLARATION**
**OF COVENANTS AND RESTRICTIONS**
**FOR SOUTHERN HILLS PLANTATION**
**(Additional Property)**

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, by these presents does hereby supplement and amend the Declaration of Covenants and Restrictions for Southern Hills Plantation ("Declaration"), which was recorded on October 15, 2004, in O.R. Book 1914 Page 989, Public Records of Hernando County, Florida, as has been and may be amended from time to time, by submitting Additional Property. That certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration. The real property described on Exhibit "A" hereto has been platted, and a portion of the real property described in Exhibit "A" to the Declaration has been replatted as Southern Hills Plantation Hilltop, as per the plat thereof recorded in Plat Book 38, Page 4, of the Public Records of Hernando County, Florida, all of which is subject to the jurisdiction of the Declaration.

This Supplemental Declaration is made pursuant to Article XI of the Declaration for the purpose of annexing property to the Declaration and extending the jurisdiction of the Association to the Additional Property.

This Supplemental Declaration is made effective as of May 11, 2006.

DECLARANT:

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Karen J. Waffinger
Typed/Printed Name of Witness #1

Heather Caban
Signature of Witness #2

Heather Caban
Typed/Printed Name of Witness #2

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member

By: LandMar Management, LLC
a Delaware limited liability company
Its: Manager

By:
Printed name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of May, 2006, by James P. Harvey, the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(NOTARY SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Leah C. Klasing
Commission # DD541286
Expires: MAR. 27, 2009
Bonded Thru Atlantic Bonding Co., Inc.

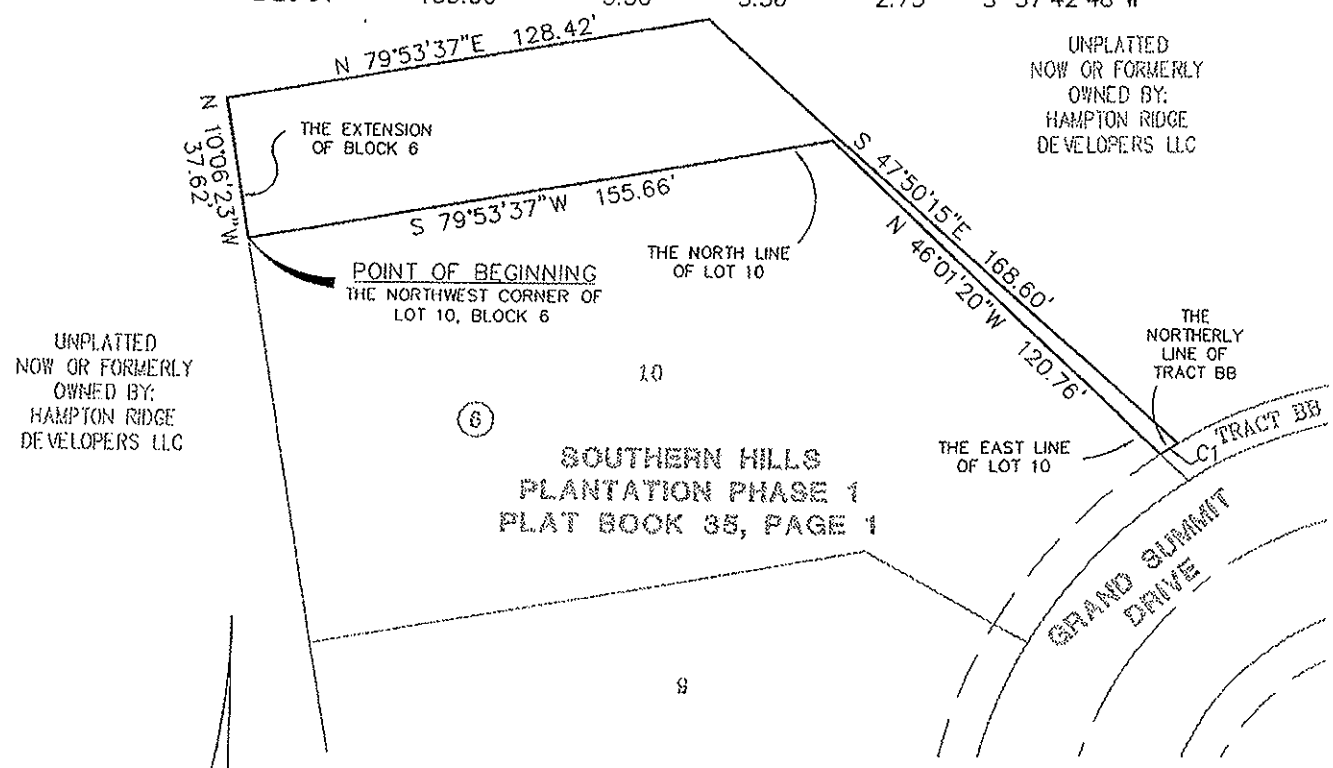
Leah C Klasing
Printed name of notary

3-27-09
Commission Expiration Date

# EXHIBIT "A" (Additional Property)

THIS IS NOT A SURVEY

| CURVE | DELTA | RADIUS | ARC | CHORD | TANGENT | CHORD BEARING |
|---|---|---|---|---|---|---|
| C1 | 2°20'01" | 135.00 | 5.50 | 5.50 | 2.75 | S 57°42'48"W |




## SURVEYOR'S NOTES

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 10, BLOCK 6 OF SOUTHERN HILLS PLANTATION PHASE 1, AS RECORDED IN PLAT BOOK 35, PAGE 1 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EXTENSION OF THE WEST LINE OF SAID BLOCK 6, N10°06'23"W, 37.62 FEET; THENCE N79°53'37"E, 128.42 FEET; THENCE S47°50'15"E, 168.60 FEET TO THE NORTHERLY LINE OF TRACT BB AS RECORDED IN SAID PLAT AND THE POINT OF INTERSECTION WITH A NON TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 5.50 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 02°20'01" AND A CHORD BEARING AND DISTANCE OF S57°42'47"W, 5.50 FEET TO THE EAST LINE OF LOT 10, BLOCK 6 OF SAID PLAT; THENCE ALONG THE EAST AND NORTH LINE OF SAID LOT 10, THE FOLLOWING TWO (2) COURSES; (1) N46°01'20"W, 120.76 FEET; (2) S79°53'37"W, 155.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,790 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

ADDITIONAL LAND FOR SOUTHERN HILLS

PLANTATION HILLTOP REPLAT

| SCALE | DATE | DRAWN | CALCED | CHECKED |
|---|---|---|---|---|
| 1"=50' | 5/5/2006 | GMK | GMK | JDO |
| JOB No. | SECTION | TOWNSHIP | RANGE | |
| 9632-002-101 | 3 | 23 SOUTH | 19 EAST | |

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES DARIN O'NEAL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.5926
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\9632\002\101\PLAT\SKETCH-LEGAL\ADD-LAND-REPLAT.dwg

OFFICIAL RECORDS
BK: 2390 PG: 1185

Prepared by, record and return to:
Donna J. Feldman, Esquire
Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, Florida 33764

Doc# 2007005057
Hernando County, Florida
01/23/2007 12:38PM
KAREN NICOLAI, Clerk

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (BRISTOL WOOD VILLAGE NEIGHBORHOOD)

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 17th day of January, 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

## STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto, to be known as "Bristol Wood Village Neighborhood", which are included within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

## STATEMENT OF DECLARATION

Developer hereby declares that the Bristol Wood Village Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as supplemented and amended by this Supplemental Declaration.

1. Designation. The Bristol Wood Village Neighborhood is hereby designated as a Neighborhood. The Bristol Wood Village Neighborhood may, but shall not be required to,

be expanded by the Developer, in its sole discretion, at any time and from time to time, by the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, any Builder, or the Owners, including without limitation, any or all Owners of Lots within the Bristol Wood Village Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Bristol Wood Village Neighborhood at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance, shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Bristol Wood Village Neighborhood. An Owner within the Bristol Wood Village Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Bristol Wood Village Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.

3. Lot Maintenance. Each Owner shall maintain the Owner's Lot, at the Owner's sole cost and expense, in accordance with the terms of the Declaration until the Lot is improved with a completed dwelling unit. Thereafter, the Association shall maintain the lawn areas of each Lot in the Bristol Wood Village Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, weeding, elimination of cutting (blowing), trimming (including oak trees), mulch replacement, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by any Builder on the Lots within the Bristol Wood Village Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of annuals or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Bristol Wood Village Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner

of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Bristol Wood Village Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement immediately when due. Failure by any Owner to pay any such invoice immediately when due shall give rise to an indebtedness of the Owner to the Association treated in accordance with Article VII, Section 13 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Bristol Wood Village Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Bristol Wood Village Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VII, Section 8 of the Declaration.

5. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are owners of a Lot within the Bristol Wood Village Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Bristol Wood Village Neighborhood as to matters unique to, and affecting only the Lot Owners within the Bristol Wood Village Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Declarant has sold seventy-five percent (75%) of the Lots within the Bristol Wood Village Neighborhood, the Board shall appoint all three (3) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold ninety percent (90%) of the Lots within the Bristol Wood Village Neighborhood, the Board shall appoint two (2) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold the last Lot within the Bristol Wood Village Neighborhood, the Board shall appoint one (1) person to be designated by Declarant to serve on the Neighborhood Committee.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

Melissa Trump
Printed Name: Melissa Trump

Printed Name: Deborah H. Ottey

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of Jan, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

JOINED IN BY ASSOCIATION:

Witness:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Melissa Trump
Printed name: Melissa Trump

Deborah M. O'Hern
Printed name Deborah M. O'Hern

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of Jan, 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A. Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

# EXHIBIT "A"

## Description of Bristol Wood Village Lots

Lots 1 through 24, Block 15, Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 36, Pages 40 through 67, of the Public Records of Hernando County, Florida.

Doc# 2007025967
Hernando County, Florida
04/17/2007 2:23PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2428 PG: 1572

(1)

**Prepared by and when recorded return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (CLUB VILLAS NEIGHBORHOOD)

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 11th day of April, 2007 by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

## STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property (described in the Declaration) shall be held, sold, conveyed and encumbered by the Declaration.

C. Article XI of the Declaration permits the Developer to unilaterally supplement and amend the Declaration to annex Additional Property to the Property encumbered by the Declaration, extending thereto the jurisdiction of the Southern Hills Plantation Homeowners Association, Inc., a Florida not-for-profit corporation ("Association"), and to modify and supplement terms, covenants, and conditions as to Additional Property.

D. Developer desires to annex the real property described on Exhibit "A" attached hereto ("Club Villas Property") to the Property, to encumber the Club Villas Property with the Declaration, and to extend thereto the jurisdiction of the Association.

E. Developer desires to supplement and amend the Declaration to designate the Club Villas Property as a "Neighborhood" to be known as the "Club Villas Neighborhood" pursuant to the Declaration, designate a Neighborhood Association as to the Club Villas Neighborhood, and modify certain covenants contained in the Declaration as to the Club Villas Neighborhood, all as permitted by the Declaration.

## STATEMENT OF DECLARATION

The Club Villas Property is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration. Developer hereby declares that the Club Villas Property shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as supplemented and amended by this Supplemental Declaration.

1. Designation. The Club Villas Neighborhood is hereby designated as a Neighborhood. The Club Villas Neighborhood may, but shall not be required to, be expanded by the Developer, in its sole discretion, at any time and from time to time, by the addition of additional portions of the Property or annexation of Additional Property. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, any Builder, or any Owners whether within or outside of the Club Villas Neighborhood.

2. Neighborhood Association. The Club Villas Neighborhood is being developed as a residential condominium project. The Declaration of Condominium of the Southern Hills Plantation Club Villas Condominiums is being recorded concurrent with this Neighborhood Supplement to establish covenants, conditions and restrictions as to the unique character of the Neighborhood which are not otherwise established or governed by the Declaration ("Condominium Declaration"). The Southern Hills Club Villas Condominium Association, Inc., a Florida non-profit association ("Condominium Association"), has been established as the association to govern the condominium affairs pursuant to the terms of the Condominium Declaration, which association is hereby designated as a "Neighborhood Association" pursuant to the Declaration.

3. Assessments. The Condominium Declaration will impose assessments on the Residential Units (defined as a "Unit" in the Condominium Declaration) within the Club Villas Neighborhood, which assessments will be in addition to all assessments imposed by the Declaration as to all Residential Units within the Property. All Association assessments applicable to a condominium Unit shall be billed by the Association to a Lot Owner (defined as the "Unit Owner" in the Condominium Declaration) and paid by the condominium Unit Owner directly to the Association, except the Golf Course Lot Assessment and the irrigation portion of the Services Assessment. In recognition of the unique physical character of the Residential Units within the Club Villas Neighborhood being grouped together in multi-unit buildings, the Golf Course Lot Assessment and the irrigation portion of the Services Assessment shall be billed by the Association to the Condominium Association and paid by the Condominium Association as a common expense of the Club Villas Neighborhood. In further recognition of the unique physical character of the Residential Units within the Club Villas Neighborhood as compared to detached Residential Units otherwise subject to the Declaration, Developer hereby declares that: (a) the Club Villas Neighborhood shall be assessed fifteen (15) Golf Course Lot Assessments, notwithstanding that there may be more than fifteen (15) Units within the Club Villas Neighborhood; and (b) the Club Villas Neighborhood shall be assessed the equivalent of five (5) Services Assessments for the irrigation component only at the rate charged, from time to time, for 80-foot wide Residential Units, notwithstanding the number of Units within the Club Villas Neighborhood. The Developer does not anticipate the necessity of imposing Neighborhood Assessments as to the Club Villas Neighborhood

in addition to the assessments that will be imposed by the Condominium Declaration. Club Villas Neighborhood does not require, and shall not have the right to appoint a Neighborhood Committee given the establishment of the Condominium Association as the Neighborhood Association, and the governance of the affairs of the Neighborhood and establishment of condominium assessments by the Condominium Association.

4. Architectural Standards. For the purpose of complying with Article IV of the Declaration, the Condominium Declaration shall provide that no individual Lot Owner may make any modifications to the exterior of the Residential Unit or buildings containing Residential Units. Any modifications shall be made, if at all, only by the Condominium Association, and then only subject to the provisions of Article IV of the Declaration and the terms and conditions of the Condominium Declaration.

5. Maintenance. With respect to the Club Villas Neighborhood, including, without limitation, the portion of the Property included therein, and all structures constructed thereon, the Condominium Association shall be responsible for satisfying all exterior maintenance obligations designated as the obligation of a Lot Owner by the Declaration, and the Association shall have the right to enforce the same against the Condominium Association as an Owner under the Declaration.

6. Occupancy and Leasing Restrictions. As contemplated and permitted by Article IV, Section 12.b., of the Declaration, the Residential Units within the Club Villas Neighborhood may be rented or leased for any period of time (whether more or less than thirty (30) consecutive days), and any number of times during any twelve (12) month period (whether more or less than three (3) times), subject to the terms, conditions and restrictions for rental and lease set forth in the Condominium Declaration. In lieu of the requirement set forth in Article IV, Section 12.b. of the Declaration, that a copy of the written lease be provided to the Association, the Condominium Association, by way of the Condominium Declaration, shall impose and specify procedures applicable to the rental of Residential Units within the Club Villas Neighborhood, and Owners thereof shall not be required to provide a copy of a written lease to the Association. Tenants of Owners who lease their Residential Units within the Club Villas Neighborhood for less than thirty (30) consecutive days and/or more frequently than three (3) times per year, as may be permitted by the Condominium Declaration, will not have the right to use the Owner's membership at the Club. Such Owners and tenants should refer to the Club Membership Plan for details regarding any rights or privileges that may be afforded to them by the Club from time to time. Except for the foregoing variances in the length of stay, number of rentals permitted, provision of a copy of a written lease, and tenant's use of an Owner's Club membership, the terms of Article IV, Section 12 shall apply to the rental or lease of Residential Units within the Club Villas Neighborhood.

7. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

Witness:

Printed Name: Deborah M. O'Horn

Melissa Trump
Printed Name: Melissa Trump

By: _____
James P. Harvey, Vice President

JOINED IN BY ASSOCIATION:

Witness:

SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Printed Name: Deborah M. O'Horn

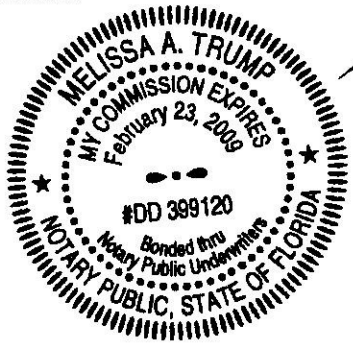
Melissa Trump
Printed Name: Melissa Trump

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

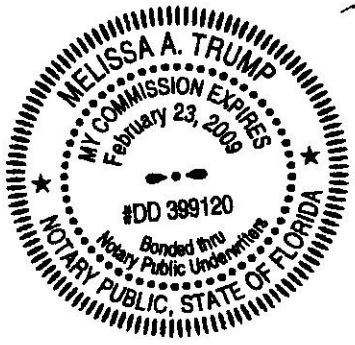



Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)




Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

## EXHIBIT "A"

Description of Club Villas Property

That portion of Section 3, Township 23 South, Range 19 East, Hernando County, Florida, being further described as follows:

Commence at the Northernmost corner of Lot 11, of Southern Hills Plantation Hilltop, as recorded in Plat Book 38, Page 4, of the Public Records of Hernando County, Florida; thence along the West boundary of Tract X of said Southern Hills Plantation Hilltop, N.39°30'41"W., 209.15 feet to the South line of Summit View Drive; thence leaving said line, N.05°02'15"E., 60.00 feet to the Point of Beginning; thence N.84°57'45"W., 485.20 feet; thence N.17°38'19"W., 203.90 feet; thence S.84°57'34"E., 615.01 feet; thence S.71°45'20"E., 136.30 feet; thence S.58°48'47"E., 146.56 feet; thence S.28°45"12"W., 23.32 feet; thence S.17°45'14"W., 201.78 feet to a non-tangent curve concave Southwesterly and having a radius of 335.00 feet; thence Northwesterly along said curve, 300.28 feet through a central angle of 51°21'27" (chord bearing N.59°17'02"W., 290.33 feet) to the Point of Beginning

Doc# 2007011449
Hernando County, Florida
02/16/2007 1:41PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2401 PG: 1945

**Prepared by and when recorded return to:**
**Donna J. Feldman, Esquire**
**Donna J. Feldman, P.A.**
**19321-C U.S. Highway 19 North, Suite 103**
**Clearwater, Florida 33764**

# SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (FOREST GARDEN VILLAGE NEIGHBORHOOD)

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 17th day of JANUARY, 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association") and COTTAGE RESORT PROPERTIES, LLC, a Florida limited liability company ("Builder").

## STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Builder is the Owner of the Lots described in Exhibit "A" attached hereto, and desires certain additional maintenance services to be provided to the Lots.

E. Developer desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto, to be known as "Forest Garden Village Neighborhood", which are included within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

## STATEMENT OF DECLARATION

Developer hereby declares that the Forest Garden Village Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as supplemented and amended by this Supplemental Declaration.

1. Designation. The Forest Garden Village Neighborhood is hereby designated as a Neighborhood. The Forest Garden Village Neighborhood may, but shall not be required to, be expanded by the Developer, in its sole discretion, at any time and from time to time, by the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, any Builder, or the Owners, including without limitation, any or all Owners of Lots within the Forest Garden Village Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Forest Garden Village Neighborhood at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance, shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Forest Garden Village Neighborhood. An Owner within the Forest Garden Village Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Forest Garden Village Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.

3. Lot Maintenance. Each Owner shall maintain the Owner's Lot, at the Owner's sole cost and expense, in accordance with the terms of the Declaration until the Lot is improved with a completed dwelling unit. Thereafter, the Association shall maintain the lawn areas of each Lot in the Forest Garden Village Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, weeding, elimination of cutting (blowing), trimming (including oak trees), mulch replacement, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by any Builder on the Lots within the Forest Garden Village Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of annuals or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot

Owners within the Forest Garden Village Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Forest Garden Village Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement immediately when due. Failure by any Owner to pay any such invoice immediately when due shall give rise to an indebtedness of the Owner to the Association treated in accordance with Article VII, Section 13 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Forest Garden Village Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Forest Garden Village Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VII, Section 8 of the Declaration.

5. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are owners of a Lot within the Forest Garden Village Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Forest Garden Village Neighborhood as to matters unique to, and affecting only the Lot Owners within the Forest Garden Village Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Declarant has sold seventy-five percent (75%) of the Lots within the Forest Garden Village Neighborhood, the Board shall appoint all three (3) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold ninety percent (90%) of the Lots within the Forest Garden Village Neighborhood, the Board shall appoint two (2) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold the last Lot within the Forest Garden Village Neighborhood, the Board shall appoint one (1) person to be designated by Declarant to serve on the Neighborhood Committee.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

Melissa A Trump
Printed Name: Melissa A. Trump

Deborah M. O'Hern
Printed Name: Deborah M. O'Hern

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company
By: LandMar Group, LLC,
a Delaware limited liability company,
Its: Sole Member
By: LandMar Management, LLC,
a Delaware limited liability company
Its: Manager

By: _____
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of Jan, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as Sole Member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

JOINED IN BY ASSOCIATION:

SOUTHERN HILLS PLANTATION
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Witness:

Melissa Trump
Printed name: Melissa Trump

Deborah M. O'Hara
Printed name Deborah M. O'Hara

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of Jan, 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

(Seal)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Melissa A Trump
Notary Public, State of Florida
Printed name: Melissa A. Trump
My Commission Expires: 2/23/09

JOINED IN BY BUILDER:

COTTAGE RESORT PROPERTIES, LLC,
a Florida limited liability company
d/b/a Vallery Custom Homes
By: Vallery Florida Holding Company,
a Florida corporation
Its: Managing Member

Witness:

Wendy Hoffmann
Printed name: Wendy Hoffmann

M. Gutierrez
Printed name: Michelle Gutierrez

By Mark Vallery
Mark Vallery, Trustee of the
Vallery Family Revocable Living
Trust U/T/A dated February 13, 2006
Its: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 5th day of Feb, 2007, by Mark Vallery, as Trustee of the Vallery Family Revocable Living Trust U/T/A dated February 13, 2006, as President of Vallery Holding Company, a Florida corporation, as Managing Member of Cottage Resort Properties, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

Wendy Hoffmann
Notary Public, State of Florida
Printed name: Wendy Hoffmann
My Commission Expires: 1/10/2009

(Seal)

WENDY A. HOFFMANN
MY COMMISSION # DD 365889
EXPIRES: January 16, 2009
1-800-3-NOTARY FL Notary Discount Assoc. Co.

# EXHIBIT "A"

Description of Forest Garden Village Lots

Lots 1 through 19, Block 14, Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 35, Pages 1 through 18, of the Public Records of Hernando County, Florida.