

Prepared by and return to:

Wesley K. Jones, Esquire
GLAUSIER KNIGHT JONES, PLLC
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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 be 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,~~ 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.

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:

DEVELOPER

Ellen Johnson
Signature of Witness #1

SHP Developers, LLC, a Delaware limited liability company

Ellen Johnson
Printed Name of Witness #1

By: [Signature]
Graydon E. Miars, Vice President

Cheri Schrubbe
Signature of Witness #2

CHERI Schrubbe
Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF Herndon

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

5/29/23 Ellen Johnson
My Commission Expires:



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

