

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

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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

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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]

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

WITNESSES:

DEVELOPER

Ellen Johnson
Signature of Witness #1
Ellen Johnson
Printed Name of Witness #1

SHP Developers, LLC, a Delaware limited liability company

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 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

Ellen Johnson
My Commission Expires:



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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:

Cheryl Schrubbe

Signature of Witness #1

Cheryl Schrubbe

Printed Name of Witness #1

[Signature]

Signature of Witness #2

SCOTT LYNN

Printed Name of Witness #2

SOUTHERN HILLS PLANTATION
HOMEOWNERS ASSOCIATION, INC.

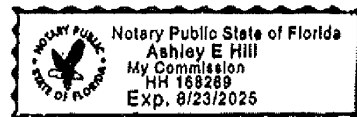
By: *Ellen Johnson*
President

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 6th day of September, 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 Hill
My Commission Expires: 8/23/25



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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