

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: [Signature]
Graydon E. Miars, Vice President

STATE OF FLORIDA
COUNTY OF Neuhardt

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
Notary Public

Ellen Johnson
Print/Type Name of Notary

Commission No: FF 213451

