

Prepared by and return to:

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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 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. ~~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:

Ellen Johnson
Signature of Witness #1

Ellen Johnson
Printed Name of Witness #1

Cheri Schrubbe
Signature of Witness #2

CHERI SCHRUBBE
Printed Name of Witness #2

DEVELOPER:

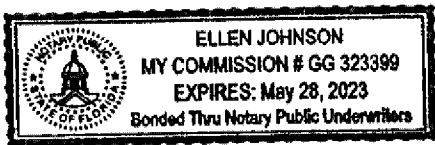
SHP Developers LLC, a Delaware limited liability company

By: [Signature]
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 29 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
Notary Public

Ellen Johnson
Printed Name of Notary

Commission No. GG 323399