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Prepared by and return to:

OFFICIAL RECORDS
BK: 2103 PG: 1395

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**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
By: James P. Harvey
James P. Harvey, Vice President

Linda V. Kenworthy
Printed Name: LINDA V. KENWORTHY
Deborah M. O'Hara
Printed Name: DEBORAH M. O'HARA

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.

Linda V. Kenworthy
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