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KAREN NICOLAI, Clerk

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26/4

**SOUTHERN HILLS GOLF
CLUB DECLARATION OF COVENANTS**

HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Hampton Ridge") is presently the developer of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is a portion of the project commonly known as the Southern Hills Plantation, located in the City of Brooksville, Hernando County, Florida. Hampton Ridge is currently the owner of the real property generally depicted on Exhibit "B" attached hereto and made a part hereof located within the Southern Hills Plantation ("Club Property"). Hampton Ridge hereby declares that the Property shall be subject to the following restrictions, covenants, terms and conditions as set forth in this Southern Hills Golf Club Declaration of Covenants ("Club Declaration"), so that the residents of Southern Hills Plantation and certain non-residents shall have access to, and the use of certain Club Facilities (as defined below), effective as of October 28, 2004.

1. Definitions.

"Assessments" shall have the meaning set forth in the Community Declaration.

"Association" shall mean Southern Hills Plantation Homeowner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Builder" shall have the meaning set forth in the Community Declaration.

"Bylaws" shall mean the Bylaws of the Club, in existence as of the date of this Club Declaration, and as may be subsequently amended and modified, from time to time, by the Club Owner.

"Club" shall mean Southern Hills Plantation Golf Club.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of this Club Declaration, which shall include at a minimum, the Club Dues, charges and sales tax associated with a Sports-Social Membership at the Club (or similar membership level which is the most basic membership category available), as set forth in Section 6.1 hereof.

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“Club Declaration” shall mean this Southern Hills Golf Club Declaration of Covenants, together with all amendments, supplements and modifications hereto.

“Club Documents” shall mean, collectively, this Club Declaration, the Club Membership Plan, the Bylaws and the Rules and Regulations, each as may be amended, modified and supplemented from time to time.

“Club Facilities” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Declaration, together with such equipment and personalty as Club Owner determines in its sole discretion. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

“Club Dues” shall mean the dues to be paid to the Club Operator by each Owner pursuant to the provisions of Section 6.1 hereof.

“Club Membership Plan” shall mean the Southern Hills Plantation Golf Club Plan for the Offering of Memberships, as may be amended and modified from time to time, which sets forth the categories of memberships available at the Club and the privileges associated with each such membership category.

“Club Operator” shall mean the entity operating the Club, from time to time. Club Owner and/or the Association may be the Club Operator as provided in this Club Declaration. As of the date hereof, the Club Operator is Southern Hills Plantation Golf Club, LLC, a Delaware limited liability company.

“Club Owner” shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Hampton Ridge is the Club Owner. Club Owner may change from time to time (e.g., Hampton Ridge may sell the Club or transfer ownership to an affiliate). Although not obligated to do so, Club Owner may identify its successors or assigns by an amendment to this Club Declaration. Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the

Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"Club Property" shall mean the real property described in Exhibit "B" attached hereto or such other real property identified as Club Property by Club Owner from time to time by written amendment to this Club Declaration.

"Commercial Space" shall have the meaning set forth in Section 3.4 hereof.

"Common Areas" shall have the meaning set forth in the Community Declaration.

"Community" shall mean the development known as "Southern Hills Plantation" to be developed as contemplated by the Community Declaration.

"Community Declaration" shall mean that certain Declaration of Covenants and Restrictions for Southern Hills Plantation Homeowner's Association, Inc., which has been or is being recorded in the Public Records, and as such Community Declaration shall be amended or modified from time to time.

"Developer" shall have the meaning set forth in the Community Declaration. At this time, the Developer is Hampton Ridge.

"Individual Use Fees" shall have the meaning set forth in Section 6.8.

"Lot" shall have the meaning set forth in the Community Declaration.

"Member" shall mean everyone who is entitled to use the Club Facilities pursuant to this Club Declaration or the Club Membership Plan. Each Owner shall be a Member; provided, however, that if such Owner has leased his or her Residential Unit to a tenant, such tenant may be the Member pursuant to the terms of the Club Membership Plan. A person shall continue to be a Member until he or she ceases to be an Owner, or a tenant who has become a Member ceases to be legally entitled to possession of the Residential Unit. In addition, Members may include persons other than Owners as provided for in the Club Membership Plan, from time to time.

"Mortgagee" shall mean the institutional and licensed holder of a first mortgage encumbering a Residential Unit.

"Outside Member" shall mean any person or entity that is not an Owner within the Southern Hills Plantation and wishes to use the Club Facilities on a temporary or permanent basis, and has applied for and been accepted for membership by the Club in accordance with the membership categories available to persons other than Owners as set forth in the Club Membership Plan or is otherwise permitted to use the Club Facilities by the Club Owner or Club

Operator. Outside Members shall be subject to the same restrictions and covenants as Members as set forth in this Club Declaration, to the extent applicable.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to a Lot. The term “Owner” shall not include Developer, Club Owner, a Builder or a Mortgagee. Once an Owner leases the Residential Unit, the tenant thereof shall be entitled to exercise the privileges of a Member with respect to such Residential Unit subject to the terms of the Club Membership Plan; however, Owner and such tenant shall be jointly and severally liable for all Club Charges.

“Public Records” shall mean the Public Records of Hernando County, Florida.

“Residential Unit” shall have the meaning set forth in the Community Declaration.

“Rules and Regulations” shall mean any rules and regulations promulgated by the Club Operator, from time to time, and as may be modified or amended.

2. Benefits of Club. Association and each Owner, by acceptance of title to a Lot within the Property, ratify and confirm this Club Declaration and agree as follows:

2.1. Term. The terms of this Club Declaration shall be covenants running with all of the Property in perpetuity, subject to the provisions for termination set forth herein.

2.2. Covenant Running with the Land. Every portion of the Property which can be improved with a Residential Unit shall be burdened with the terms of this Club Declaration, including, without limitation, the obligation to maintain membership at the most basic category of membership available at the Club as determined by the Club Owner or Club Operator from time to time, and the payment of Club Charges associated with such membership level or any other membership level maintained by the Member. As of the date hereof, such membership category is referred to as a “Sports-Social Membership”. Each Owner shall automatically be approved for membership at at least such basic membership category and shall receive a credit for the initiation fee for such membership (if such Owner does not maintain a higher level of membership) in accordance with the Club Documents. This Club Declaration including, without limitation, the obligation to maintain a membership at the Club and to pay the associated Club Charges, shall run with the land. Every Owner, by acceptance of a deed to a Lot, shall automatically assume and agree to pay all Club Charges associated with such Owner’s level of membership (at least at a Sports-Social Membership level), which shall become due and payable on account of such membership at the Club.

2.3. Obligation to Reference in Deeds. The grantor of any portion of the Property hereby agrees to include in any deed a statement that such deed is subject to the terms of this Club Declaration.

2.4. Benefit. By acceptance of a deed, each Owner of a Lot within the Property agrees to be bound by the terms of this Club Declaration for the purpose of binding himself/herself, and his/her successors in title and assigns to the provisions hereof. Each grantee expressly acknowledges that the Club Facilities are integrated within the scheme of development for the Community, and are within close proximity and complementary to use of such Owner's Lot. As such, each Owner acknowledges and agrees that membership at the Club is desirable and beneficial to such Owner's interest in its Lot.

2.5. Material Consideration. All persons who shall become Owners of any portion of the Community acknowledge that the provisions and enforceability of this Club Declaration were a material consideration in the initial conveyance by Developer of such real property to the Owner (or his/her predecessor in title) and that Developer would not have made such conveyance had this Club Declaration not been included and enforceable as provided for herein. Each Owner acknowledges that the Developer is initially investing substantial sums of money and time in developing the Club Facilities as an integrated enhancement in the Community, and the Club Owner may receive a pecuniary benefit from the Club.

2.6. Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Lot and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.7. Non-Exclusive License. The provisions of this Club Declaration do not grant any ownership rights in the Club, the Club Owner or the Club Operator in favor of the Association or any Members or Owners but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by the Club Documents.

3. Club Facilities.

3.1. Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Declaration.

3.2. Club Facilities. Club Owner intends to construct the Club Facilities on the Club Property which will be and shall remain the property of Club Owner, subject only to the provisions hereof. Club Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify, amend and reduce the Club Facilities at any time.

3.3. Construction of the Club. The Club Owner will construct the Club Facilities at its sole cost and expense. The Club Owner shall be the sole judge as to the plans, size, design, location, completion, schedule, materials, equipment, size and contents of the Club Facilities; provided, however the Club Owner shall construct initially an 18-hole Pete Dye signature golf course, a clubhouse (with a grill room, dining room, lounge and men's and women's locker rooms), a pro shop facility, a practice facility including a short practice course, and a spa and

fitness center with tennis courts and a swimming pool. The Club Owner shall have the unequivocal right, subject to compliance with applicable laws, to: (a) develop, construct and reconstruct, in whole or in part, the Club Facilities within the Southern Hills Plantation, and make any additions, alterations, improvements, or changes thereto; (b) without the payment of rent by Club Owner, maintain leasing and/or sales offices (for sales and resales of Lots and Residential Units), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms and facilities for the sales and resales of Lots and Residential Units; (c) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes; (d) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club Facilities or any other improvements located within the Southern Hills Plantation; (e) post, display, inscribe or affix the exterior of the Club Facilities and anywhere on the Club Property signs and other materials used in developing, constructing, selling or promoting the sale or portions of the Southern Hills Plantation; (f) conduct whatever commercial activities within the Club Facilities deemed necessary, profitable and/or appropriate by the Club Owner; (g) develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion; (h) excavate fill from any lakes or waterways within and/or contiguous to the Club Property, store fill within the Club Property and remove and/or sell excess fill from the Club Property; and (i) all activities which, in the sole opinion of the Club Owner, are necessary for the development and sale of Lots and Residential Units within the Southern Hills Plantation or other properties within or around the Southern Hills Plantation, including, without limitation, Developer's use of the Club Facilities for sales, administration, management or resale business, construction and/or related activities.

3.4. Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion ("Commercial Space"). Club Owner may permit Members to access any Commercial Space at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease any portion of the Club, including the Commercial Space, and all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Charges payable by Members.

4. Persons Entitled to Use the Club.

4.1. Rights of Members. Each Member and his or her immediate family members (to the extent provided in the Club Membership Plan) shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner pursuant to the Club Membership Plan. To the extent Club Owner makes available use of any room or facility within the Club Facilities, or access to any personal services offered at the Club (such as massage, spa treatments, lessons or social events), such rights shall be subject to availability and payment of any applicable use or service charges or fees. If a Lot or Residential Unit is owned by a

corporation, trust or other legal entity, then the Owner(s) collectively shall designate the person who will be the Member of the Club with respect to such Lot or Residential Unit in accordance with the Bylaws. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by the Club Owner.

4.2. Use by Outside Members and Persons Other than Owners and Tenants. Club Owner has the right at any and all times, and from time to time, to make the Club available to Outside Members and any other persons other than Owners and Members, as it deems appropriate, and as further described in the Club Documents. Club Owner shall establish the fees to be paid by any Outside Member of the Club. The granting of such rights shall not invalidate this Club Declaration, reduce or abate any Owner's obligations to pay Club Charges pursuant to this Club Declaration, or give any Owner the right to avoid any of the provisions of this Club Declaration.

4.3. Subordination. This Club Declaration and the rights of Members to use the Club are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; (b) the Community Declaration; and (c) easements, restrictions, limitations, conditions of record and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of the Club Owner.

5. Ownership of the Club.

5.1. Transfer of Club. Except as provided herein, the Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time. Notwithstanding anything set forth in this Club Declaration or any of the Club Documents to the contrary, upon the sale or transfer of the Club to any person or entity, after the Association has waived its right of first refusal to the extent applicable thereto, the successor Club Owner may elect to amend, modify or terminate this Club Declaration without the joinder, consent or approval of any other party.

5.2. Association's Right of First Refusal to Purchase the Club. In the event that the Club Owner receives a written offer to purchase the Club Facilities, or any portion thereof (other than the Commercial Space as to which this subsection shall not apply if the Commercial Space, alone, is being sold and conveyed) from an unaffiliated third party ("Offer"), then the Association shall have a right of first refusal to purchase the Club Facilities, or portion thereof ("Offered Facilities") for which the Club Owner has received an Offer on the terms and conditions set forth in this section. If Club Owner receives a written offer to purchase the Commercial Space and all or any material portion of the Club Facilities, then the material portion of the Club Facilities (but not the Commercial Space or any other portion of the Club Facilities) shall be subject to this right of first refusal. (For the purposes of the foregoing sentence, "material portion of the Club Facilities" shall mean a portion of the Club Facilities which, if

removed from the remainder of the Club Facilities would render the remainder of the Club Facilities unusable, necessitate the elimination of a major activity offered at the Club, or similarly have a significant impact on the Club's operation in Club Owner's reasonable discretion.) The Association's right of first refusal as set forth herein shall not apply to a transfer or conveyance by the Club Owner to an affiliate or related entity or to any license or assignment to the Club Operator or any other person or entity. Upon receipt of any Offer as to which the Association has a right of first refusal, the Club Owner shall deliver the Offer to the Association's Board of Directors. The Board of Directors shall immediately call a special meeting of the members of the Association to vote on whether or not to exercise the Association's right of first refusal as to the Offer or whether to waive such right of first refusal. If there fails to be a quorum present in person or by proxy at such meeting, then the Association shall be deemed to have waived its right of first refusal. The Association shall exercise its right of right refusal, if at all, by a vote of sixty-seven percent (67%) of the Class A members of the Association that exists as of the date of such vote. In any event, the Association's Board of Directors shall respond in writing to the Club Owner as to the Offer within forty-five (45) days of receipt of the Offer either electing to exercise the Association's right of first refusal or waiving the Association's right of first refusal as to such Offer. If the Association fails to notify the Club Owner in writing within such forty-five (45) day period, then the Association shall be deemed to have waived its right of first refusal as to such Offer, and the Club Owner shall be free to sell and convey the Offered Facilities to the person or entity who delivered the Offer to the Club Owner. If the Association elects to exercise its right of first refusal as to the Offer, then the Association shall close on the purchase of the Offered Facilities, on the terms and conditions set forth in the Offer, including, without limitation, purchase price and other monetary considerations and obligations of the parties, subject to the terms of Section 5.3 below, within ninety (90) days after receipt of the Offer from the Club Owner, and otherwise in accordance with the terms of this section. If the Association exercises its right, then only the Class A members of the Association shall be responsible for payment of the purchase price and other costs associated with the purchase, and the Class B members, if any, will have no obligation in that regard. If the Association fails to complete the purchase of the Offered Facilities within such ninety (90) day period, as evidenced by payment in cash to the Club Owner of the purchase price for such Offered Facilities, then the Club Owner shall be free to sell the Offered Facilities pursuant to the terms of the Offer. If the Club Owner subsequently negotiates with the person or entity who made the Offer for the sale of the Offered Facilities for a purchase price that is more than ten percent (10%) less than that included in the Offer or otherwise on terms materially more favorable than those presented in the Offer, then the Association shall once again have a right of first refusal to purchase the Offered Facilities at such reduced price or on such materially more favorable terms pursuant to the procedures set forth above.

5.3. Closing of Association Purchase. If the Association exercises its right of first refusal to purchase the Offered Facilities on the terms set forth in the Offer, then the following terms shall apply to the closing of such transaction (which terms shall control if they conflict with the terms of the Offer): (a) the Club Owner shall convey the Offered Facilities, together with the portion of the Club Property on which the Offered Facilities are situated, to the Association by special warranty deed; (b) the Association or the Club Owner shall pay the documentary transfer taxes and recording fees associated therewith, in the manner which the

Offer allocates such costs between the buyer and the seller; (c) the Association and the Club Owner shall prorate real property taxes, community development district assessments, and any other similar taxes or assessments associated with the Offered Facilities and the associated portion of the Club Property as of the date of the closing; (d) the Association shall receive an owner's title insurance policy, the cost of which shall be borne by the Association, as buyer, or the Club Owner, as seller, as provided in the Offer, and the Association shall, in any event, take title to the Offered Facilities and the associated portion of the Club Property subject to all easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, community development district assessments for the year of conveyance, zoning, land use regulations and survey matters; (e) the Association will assume and agree to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Offered Facilities, and the Association shall indemnify, defend and hold the Club Owner and the Club Operator harmless on account thereof; and (f) the Association shall be obligated to accept the conveyance of the Offered Facilities, together with the associated portion of the Club Property, without setoff, condition or qualification of any nature. IF THE OFFERED FACILITIES, THE PORTION OF THE CLUB PROPERTY ASSOCIATED THEREWITH, AND ANY PERSONAL PROPERTY AND EQUIPMENT LOCATED THEREON OR APPURTENANCES ASSOCIATED THEREWITH ARE CONVEYED TO THE ASSOCIATION PURSUANT TO THE TERMS OF THIS SECTION, THEN THEY SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE FACILITIES, PROPERTY, EQUIPMENT, FIXTURES AND APPURTENANCES BEING CONVEYED.

5.4. Termination of Right of First Refusal. Notwithstanding Sections 5.2 and 5.3 above to the contrary, the Association's right of first refusal, as set forth in Section 5.2, shall terminate in its entirety upon the first to occur of the Association becoming the Club Owner or the Association waiving or being deemed to have waived its right of first refusal and the Club Owner closing the sale of the Club Facilities or portion thereof.

6. Club Charges. In consideration of the construction and providing for use of the Club by the Owners, each Owner, by acceptance of a deed to a Lot shall be deemed to have specifically covenanted and agreed to pay all Club Charges set forth in the Club Membership Plan and associated price list, as modified from time to time. Club Owner presently intends to collect Club Charges on a quarterly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a monthly or annual basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Charges on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1. Dues. Each Owner shall pay, without setoff or deduction, to the Club Operator, or its designee, the membership dues associated with such Owner's membership category at the Club. At a minimum, each Owner shall pay the Sports-Social Membership dues (or similar membership level made available at the Club from time to time, which is the most basic

membership category available). The Club Dues for the Sports-Social Membership shall be \$960.00 per year until January 1, 2008, after which time such Club Dues may be increased up to a maximum of fifteen percent (15%) per year. As of the date hereof, the Club Operator has elected to have the Association collect the Sports-Social Membership dues from each Owner, as and when due, and to remit the same to the Club Operator, as more particularly set forth in a separate collection agreement entered or to be entered between the Association and the Club Operator, and as provided for in the Community Declaration. Any Sports-Social Membership dues collected by the Association from any Owner who maintains a higher level of membership at the Club will be credited against the higher dues amount owed by such Owner, and the Owner shall pay any excess dues directly to the Club Operator, or its designee, at the times required by the Club Documents.

6.2. Sales Taxes. In addition to the dues and other charges included within the Club Charges, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Charges, or any portion thereof.

6.3. Builders. Builders shall have no membership rights relative to the Club, and no responsibility or liability to pay Club Charges as to any Residential Unit. If a Builder obtains a certificate of occupancy as to a Residential Unit, then no Club Charges will be due as to such Residential Unit until the Builder closes on the sale of the Residential Unit to an Owner. Upon conveyance of a Residential Unit from a Builder to an Owner, the Owner shall pay Club Charges as to the Owner's membership level.

6.4. Perpetual. Each Owner's obligation to pay Club Charges shall be perpetual regardless of whether such Residential Unit is occupied, destroyed, renovated, replaced, rebuilt or leased, subject to the Club Facilities being available for use by the Owners.

6.5. Individual Residential Units. Owners of individual Residential Units shall pay Club Charges for one (1) membership per month per Residential Unit. If an Owner owns more than one Residential Unit, Club Charges are payable for each and every Residential Unit owned by such Owner. If a Residential Unit is leased, the Owner shall remain responsible for the payment of the Club Charges.

6.6. Excuse or Postponement. Club Owner may excuse or postpone Club Charges in its sole and absolute discretion.

6.7. Club Owner's and Club Operator's Obligation. Under no circumstances shall Club Owner, the Club Operator, Developer or Builders be required to pay Club Charges. The Club Operator, or the Club Owner if there is no Club Operator, shall have the sole responsibility to maintain the Club Facilities and the Club Property, pay all costs of maintenance associated therewith, pay all real property and similar taxes associated therewith, and otherwise to provide financially for the operation of the Club Facilities and the ownership of the Club Property. In no event will any Owner be assessed on account thereof. Each Owner, by being a Member at the Club, shall be responsible only for such Member's Club Charges, which include the membership

dues, fees and charges, together with tax thereon, as specified in this Section 6 and the other Club Documents.

6.8. Individual Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Operator, specific charges, service and/or use fees and charges ("Individual Use Fees"), for individual services such as massages, spa services, tennis lessons, swimming lessons, golf lessons, cart fees, food and beverage, and similar services not otherwise included in membership at the Club. Individual Use Fees shall be payable at such time or time(s) as determined by Club Owner or Club Operator.

6.9. Commencement of First Charges. The obligation to pay Club Charges shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner from Developer or a Builder, unless waived or otherwise agreed to in writing by the Club Owner; provided however, that no Club Charges shall accrue until the earlier of the spa and fitness center facilities or golf course portion of the Club Facilities being opened by Club Operator, in its sole discretion, for use by the Owners.

6.10. Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.11. Obligation to Pay Real Estate Taxes and Other Expenses on Residential Units. Each Owner shall pay all taxes and obligations relating to his or her Residential Unit which if not paid, could become a lien against the Residential Unit superior to the lien for Club Charges created by this Club Declaration. Although a lien for Assessments payable to the Association is inferior to the lien of the Club Owner (regardless of when the lien for Assessment is filed in the Public Records), each Owner agrees to pay all Assessments when due. Association, by its consent and joinder to this Club Declaration, hereby acknowledges that the lien for Club Charges created by this Club Declaration shall be subordinate to any lien for Assessments payable to the Association.

6.12. Change In Terms of Offer. Club Owner may provide some Owners waivers or deferrals of Club Charges in Club Owner's discretion.

7. Collection Procedure.

7.1. Statement of Account Status. Upon request, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Charges have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

7.2. Collection. By separate agreement, the Club Owner directly or through the Club Operator may engage the Association to provide collection services to the Club Owner and/or the Club Operator with respect to Club Charges, or any portion thereof. The terms of any such collection agreement shall control the responsibilities of the Association from time to time, in

that regard. Notwithstanding anything to the contrary contained in the Community Declaration, by its joinder in this Club Declaration, Association agrees that in the event that Club Owner requests the Association to collect Club Charges or portions thereof, and Association collects Club Charges and Assessments from a particular Owner for any month or quarter (whether or not those funds are designated as payment of Club Charges or Assessments), those funds shall be first allocated to the payment of Club Charges, and then to the payment of Assessments for Association purposes. Notwithstanding the foregoing, if such Owner thereafter makes additional payment to the Association, such additional payments shall be applied to bring all Club Charges and Assessments for the first month of delinquency current before funds are applied to the next month's Club Charges.

7.3. Charge System. Pursuant to the terms of the Rules and Regulations, the Club Operator may require, from time to time, that each Member maintain a charge card on file with the Club, against which the Club Operator may charge any Club Charges and Individual Use Fees due from the Member on a monthly basis.

8. Creation of the Lien and Personal Obligation.

8.1. Claim of Lien. Each Owner, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Lot shall be deemed to have covenanted and agreed that the Club Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all property located thereon owned by the Owner. The lien is effective from and after recording a claim of lien in the Public Records stating the description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Declaration are recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Charges together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. If a Lot is leased, the Owner shall be liable hereunder notwithstanding any provision in his or her lease to the contrary. Such lien may be enforced by the Association at the Association's expense or by the Club Owner; however, the claim of the Club Owner for Club Charges is subordinate to all claims of the Association. Further, the lien created by this section is subordinate to any lien of the Association for Assessments.

8.2. Subordination of the Lien to Mortgages. The lien for Club Charges shall be subordinate to a bona fide first mortgage held by a Mortgagee on any Lot, if the mortgage is recorded in the Public Records prior to the claim of lien. The Club claim of lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a claim of lien encumbering the Lot or chargeable to the former Owner of

the Lot which became due prior to such sale or transfer. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Mortgagee shall give written notice to the Club Owner if the mortgage held by such Mortgagee is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event the Club Owner makes such payment on behalf of an Owner, the Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Mortgagee. All amounts advanced on behalf of an Owner pursuant to this section shall be added to Club Charges payable by such Owner with appropriate interest.

8.3. Acceleration. In the event of a default in the payment of any Club Charges and related fees and expenses, Club Owner may accelerate the Club Charges for the next ensuing twelve (12) month period.

8.4. Non-payment. If any Club Charges are not paid within thirty (30) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by the Club Owner or the Club Operator, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, and/or suspend such Owner's right to use the Club Facilities, as provided in the Bylaws. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Lot to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the claim of lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and equity, and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Charges under this Club Declaration shall be prior to the liens of Association.

8.5. Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, abandonment of the right to use, or the waiver of the right to use the Club Facilities or abandonment of a Lot.

8.6. Suspension. In addition to the foregoing remedies, Section 13 hereof and the Bylaws provide for suspension and other remedies associated with delinquencies and default in payments by Owners, all of which rights and remedies of the Club Owner and the Club Operator are hereby incorporated into this Club Declaration by this reference.

9. Control.

9.1. Control Prior to Transfer. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party. As of the date hereof, the Club Owner has licensed or intends to license to the Club Operator certain rights and obligations of the Club Owner with respect to the Club. Included among those rights is the right of the Club Operator to file liens for unpaid Club Charges, and enforce the terms of this Club Declaration, the Bylaws and Rules and Regulations of the Club.

9.2. Club Manager. At any time, Club Operator may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by the Club Operator. Without limiting the foregoing, the Club Manager, if so agreed by the Club Owner, may file liens for unpaid Club Charges against Lots, and may enforce the Rules and Regulations of the Club.

10. Attorney's Fees. If at any time the Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorney's and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

11. Rights to Pay and Receive Reimbursement. The Club Owner shall have the right, but not the obligation to pay any Club Charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowed by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

12. General Restrictions. Club Owner has adopted Rules and Regulations governing the use of the Club. Each Member, immediate family member, and other person entitled to use the Club shall comply with such Rules and Regulations as promulgated, amended and supplemented from time to time. Such Rules and Regulations are not recorded; therefore, each Owner and tenant should request a copy of the Rules and Regulations from the Club and become familiar with the same. Club Operator may waive the application of any Rules and Regulations to one or more Owners, tenants, guests, invitees, employees or agents in Club Operator's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected tenants and Owners.

13. Violation of the Rules and Regulations.

13.1. Basis For Suspension. The membership rights of a Member may be suspended by Club Owner or Club Operator if, in the sole judgment of Club Owner or Club Operator:

- a. such person is not an Owner or a tenant;
- b. the Member violates one or more of the Bylaws, Rules and Regulations;
- c. an immediate family member, guest or other person for whom a Member is responsible violates one or more of the Bylaws, Rules and Regulations;
- d. an Owner fails to pay Club Charges in a proper and timely manner; or
- e. a Member, immediate family member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

The bases for suspension are set out more fully in the Bylaws, and each Owner and Tenant is directed to request a copy thereof and become familiar therewith.

13.2. Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding section, any Member's privileges to use any or all of the Club Facilities. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Charges or any other fees. During the restriction or suspension, Club Charges shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Charges and other amounts due to the Club are paid in full.

14. Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the parking areas assumes all risk of loss with respect to his or her car in the parking areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the clubhouse, fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool areas.

15. Activities. Any Member, immediate family member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, immediate family member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civic, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

16. Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

17. Indemnification of Club Owner. In addition, each Member, for itself, and its immediate family member, and guest, agrees to indemnify and hold harmless the Club Owner, the Club Operator and the Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, immediate family members, and their guests, or the interpretation of this Club Declaration, and/or any of the Club Documents and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

18. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Declaration. Neither the Association nor any Owner shall be entitled to cancellation of this Club Declaration or any abatement in Club Charges on account of any such occurrence.

19. Additional Indemnification. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Developer, any Builders, the Club Owner, the Club Operator and the Club Manager, and their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Club Property, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Declaration.

20. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof,

operate as, or be deemed to be a waiver of such breach. No waiver by Club Owner (with respect to the Association or a Member) shall be effective unless made by Club Owner in writing.

21. Waiver of Jury Trial. ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR RECORDATION OF A JOINDER, EACH OWNER AGREES THAT THIS CLUB DECLARATION COMPRISES A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB DECLARATION ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB DECLARATION, INCLUDING, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY.

22. Venue. Each Owner acknowledges regardless of where such Owner (a) executed a purchase and sale agreement, (b) resides, (c) obtains financing or (d) closed on a residential unit, this Club Declaration legally and factually was executed in Hernando County, Florida. Each Owner and Club Owner agree that the venue for resolution of any dispute shall lie exclusively in Hernando County, Florida.

23. Release. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT, CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A RESIDENTIAL UNIT, THAT THIS CLUB DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB DECLARATION, EACH OWNER DOES HERBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB DECLARATION. THIS RELEASE AND WAIVER IS

INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

24. Amendment; Supplements.

24.1. Generally. Notwithstanding any other provision herein to the contrary, no amendment to this Club Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend or terminate this Club Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend or terminate under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Declaration (and all rights and obligations hereunder) in the event of partial or full destruction of the Club, or upon sale of the Club (after the waiver of the Association's right of first refusal, if applicable) if the successor Club Owner desires to modify or terminate operation of the Club, or upon Club Owner's decision to cease operation of the Club.

24.2. Supplements. It is the current intention of the Developer and Club Owner to further supplement this Club Declaration with future phases of the Southern Hills Plantation as and when such phases are platted. The Developer or the Club Owner shall have the right, without joinder or consent of any other party, to record in the Public Records a supplement to this Club Declaration with respect to additional phases of the Southern Hills Plantation. Such supplement shall describe the real property to be added and encumbered by this Club Declaration and shall state that it is being made pursuant to the terms of this Club Declaration for the purpose of adding such property to the Property. Such supplement shall become effective upon being recorded in the Public Records.

25. Acknowledgement. HAMPTON RIDGE, THE CLUB OWNER AND THE CLUB OPERATOR DO NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY TO ANY OWNER THAT THE CLUB, THE CLUB FACILITIES, OR ANY PORTION THEREOF, SHALL REMAIN AVAILABLE TO OWNERS WITHIN SOUTHERN HILLS PLANTATION; PROVIDED, HOWEVER, THAT THE CLUB OWNER SHALL CONSTRUCT INITIALLY THE CLUB FACILITIES DESCRIBED IN SECTION 3.3 ABOVE. NOTWITHSTANDING ANYTHING SET FORTH IN THIS CLUB DECLARATION OR ANY OTHER CLUB DOCUMENTS TO THE CONTRARY, HAMPTON RIDGE, FOR ITSELF, ANY SUCCESSOR CLUB OWNER AND THE CLUB OPERATOR, RESERVES THE RIGHT TO ADD TO, MODIFY, DELETE FROM, SELL (SUBJECT TO THE ASSOCIATION'S RIGHT OF FIRST REFUSAL AS SET FORTH IN THIS CLUB DECLARATION TO THE EXTENT APPLICABLE) AND/OR DISCONTINUE OPERATIONS OF THE CLUB AND THE CLUB FACILITIES, OR PORTIONS THEREOF, AT ANY TIME.

26. Severability. Invalidation of any of the provisions of this Club Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Club Declaration shall remain in full force and effect.

27. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

28. Headings. The headings within this Club Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

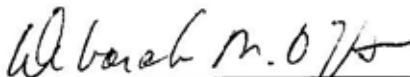
IN WITNESS WHEREOF, Hampton Ridge has made this Club Declaration as of the date first above written.

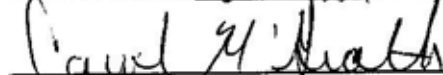
HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

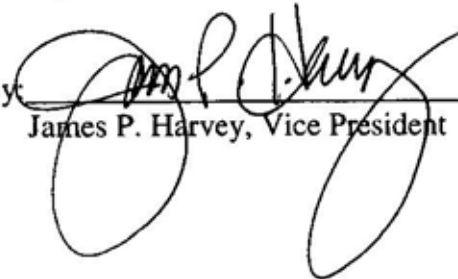
By: LandMar Group, LLC,
a Delaware limited liability company

Its: Sole Member

By: LandMar Management, LLC,
a Delaware limited liability company,
Manager


Printed Name: ~~Deborah M. O'Brien~~

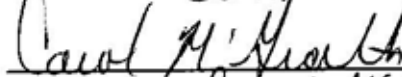

Printed Name: Carol McGrath

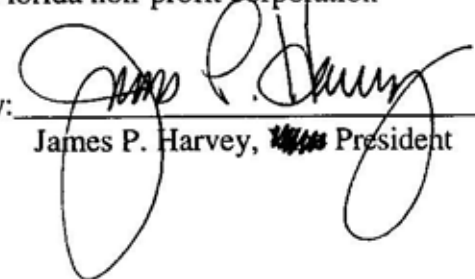
By: 
James P. Harvey, Vice President

JOINED IN TO ACKNOWLEDGE LIEN
PRIORITY:

SOUTHERN HILLS PLANTATION
HOMEOWNERS' ASSOCIATION, INC.,
a Florida non-profit corporation


Printed Name: ~~Deborah M. O'Brien~~


Printed Name: Carol McGrath

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

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of OCTOBER, 2004, 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.



Deborah M O'Hern
My Commission DD046878
Expires August 01, 2006

Deborah M. O'Hern
Notary Public, State of Florida

Print Name
My Commission Expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of OCTOBER, 2004, by James P. Harvey the President of Southern Hills Plantation Homeowners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Deborah M O'Hern
My Commission DD046878
Expires August 01, 2006

Deborah M. O'Hern
Notary Public, State of Florida

Print Name
My Commission Expires:

EXHIBIT "A"

(Phase 1)

A PARCEL OF LAND LYING WITHIN SECTIONS 3, 4, 9, & 10 TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE N89°51'36"W, ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1,346.24 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THUS SAID LINE S30°11'25"E, A DISTANCE OF 110.48 FEET; THENCE S32°50'46"E, A DISTANCE OF 33.14 FEET TO THE BEGINNING OF A CURVE; THENCE 49.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 80°26'36" AND A CHORD BEARING AND DISTANCE OF S07°22'31"W, 45.20 FEET; THENCE S47°35'49"W, A DISTANCE OF 39.66 FEET; THENCE S00°00'00"E, A DISTANCE OF 154.03 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 9.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 01°13'30" AND A CHORD BEARING AND DISTANCE OF S66°36'32"W, 9.30 FEET; THENCE S24°00'13"E, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 49.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°44'21" AND A CHORD BEARING AND DISTANCE OF S62°07'36"W, 49.26 FEET; THENCE S58°15'26"W, A DISTANCE OF 104.15 FEET TO THE BEGINNING OF A CURVE; THENCE 223.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 35°07'31" AND A CHORD BEARING AND DISTANCE OF S40°41'40"W, 220.28 FEET; THENCE S66°52'05"E, A DISTANCE OF 139.46 FEET; THENCE S13°58'50"W, A DISTANCE OF 73.87 FEET; THENCE S05°50'59"E, A DISTANCE OF 74.18 FEET; THENCE S21°31'05"E, A DISTANCE OF 74.52 FEET; THENCE S23°39'19"E, A DISTANCE OF 791.77 FEET TO THE BEGINNING OF A CURVE; THENCE 490.72 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 1,155.00 FEET, A CENTRAL ANGLE OF 24°20'34" AND A CHORD BEARING AND DISTANCE OF S11°29'02"E, 487.03 FEET; THENCE S00°41'15"W, A DISTANCE OF 312.64 FEET; THENCE S89°18'45"E, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A CURVE; THENCE 110.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF N68°49'14"E, 108.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.13 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 20°33'15" AND A CHORD BEARING AND DISTANCE OF N57°13'51"E, 76.72 FEET; THENCE N04°42'05"W, A DISTANCE OF 152.41 FEET; THENCE N85°17'55"E, A DISTANCE OF 112.06 FEET; THENCE S80°58'39"E, A DISTANCE OF 40.98 FEET; THENCE S78°41'55"E, A DISTANCE OF 45.74 FEET TO THE BEGINNING OF A CURVE; THENCE 823.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1,127.00 FEET, A CENTRAL ANGLE OF 41°53'07" AND A CHORD BEARING AND DISTANCE OF S57°45'22"E, 805.65 FEET; THENCE S36°48'48"E, A DISTANCE OF 545.53 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 634.04 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 211.00 FEET, A CENTRAL ANGLE OF 172°10'14" AND A CHORD BEARING AND DISTANCE OF S60°26'46"W, 421.02 FEET; THENCE N33°28'07"W, A DISTANCE OF 76.34 FEET; THENCE N06°11'37"W, A DISTANCE OF 116.20 FEET; THENCE N36°48'48"W, A DISTANCE OF 316.12 FEET TO THE BEGINNING OF A CURVE; THENCE 557.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 773.00 FEET, A CENTRAL ANGLE OF 41°18'51" AND A CHORD BEARING AND DISTANCE OF N57°28'14"W, 545.39 FEET; THENCE S85°37'09"W, A DISTANCE OF 88.89 FEET; THENCE N04°22'51"W, A DISTANCE OF 143.93 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 47.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 18°57'10" AND A CHORD BEARING AND DISTANCE OF S56°25'49"W, 47.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE 164.11 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 43°44'02" AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 160.15 FEET; THENCE N89°18'45"W, A DISTANCE OF 96.00 FEET; THENCE S00°41'15"W, A DISTANCE OF 404.80 FEET; THENCE S89°49'35"E, A DISTANCE OF 93.68 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 379.25 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 546.97 FEET, A CENTRAL ANGLE OF 39°43'38" AND A CHORD BEARING AND DISTANCE OF S69°57'42"E, 371.70 FEET; THENCE S50°05'57"E, A DISTANCE OF 146.86 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 328.61 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 90°31'05" AND A CHORD BEARING AND DISTANCE OF S05°13'57"E, 295.48 FEET; THENCE S54°48'13"E, A DISTANCE OF 90.72 FEET; THENCE S11°48'23"E, A DISTANCE OF 169.92 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 136.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 90.01 FEET, A CENTRAL ANGLE OF 87°04'08" AND A CHORD BEARING AND DISTANCE OF S31°43'09"W, 124.00 FEET; THENCE S75°15'45"W, A DISTANCE OF 70.38 FEET; THENCE S59°49'08"W, A DISTANCE OF 77.40 FEET TO THE BEGINNING OF A CURVE; THENCE 28.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°08'04" AND A CHORD BEARING AND DISTANCE OF S76°23'10"W, 28.51 FEET; THENCE N87°02'48"W, A DISTANCE OF 93.97 FEET; THENCE N70°17'59"W, A DISTANCE OF 38.62 FEET TO THE BEGINNING OF A CURVE; THENCE 33.38 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°14'44" AND A CHORD BEARING AND DISTANCE OF N89°25'21"W, 32.76 FEET; THENCE S71°27'17"W, A DISTANCE OF 92.61 FEET TO THE BEGINNING OF A CURVE; THENCE 27.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT,

CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 31°29'07" AND A CHORD BEARING AND DISTANCE OF S55°42'44"W, 27.13 FEET; THENCE S39°58'10"W, A DISTANCE OF 87.61 FEET TO THE BEGINNING OF A CURVE; THENCE 15.66 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°56'56" AND A CHORD BEARING AND DISTANCE OF S48°56'38"W, 15.60 FEET; THENCE S57°55'06"W, A DISTANCE OF 58.89 FEET TO THE BEGINNING OF A CURVE; THENCE 48.79 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°54'41" AND A CHORD BEARING AND DISTANCE OF S85°52'27"W, 46.88 FEET; THENCE N66°10'13"W, A DISTANCE OF 22.26 FEET TO THE BEGINNING OF A CURVE; THENCE 72.24 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 82°46'59" AND A CHORD BEARING AND DISTANCE OF N24°46'43"W, 66.12 FEET; THENCE N70°54'27"W, A DISTANCE OF 141.04 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 163.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 865.00 FEET, A CENTRAL ANGLE OF 10°49'15" AND A CHORD BEARING AND DISTANCE OF S24°30'11"W, 163.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE 113.99 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 06°26'04" AND A CHORD BEARING AND DISTANCE OF S26°41'46"W, 113.93 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.81 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 50.00 FEET; THENCE S76°33'50"E, A DISTANCE OF 22.11 FEET; THENCE S13°26'10"W, A DISTANCE OF 152.00 FEET; THENCE N76°33'50"W, A DISTANCE OF 22.81 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 411.60 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 1,015.00 FEET, A CENTRAL ANGLE OF 23°14'03" AND A CHORD BEARING AND DISTANCE OF S08°13'26"E, 408.78 FEET TO A POINT OF COMPOUND CURVE; THENCE 532.13 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 83°31'52" AND A CHORD BEARING AND DISTANCE OF S61°36'24"E, 486.24 FEET; THENCE N76°37'40"E, A DISTANCE OF 578.22 FEET TO THE BEGINNING OF A CURVE; THENCE 895.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 78°53'29" AND A CHORD BEARING AND DISTANCE OF S63°55'35"E, 825.95 FEET; THENCE S24°28'50"E, A DISTANCE OF 853.24 FEET TO THE BEGINNING OF A CURVE; THENCE 214.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 33°42'34" AND A CHORD BEARING AND DISTANCE OF S41°20'07"E, 211.66 FEET; THENCE N15°52'01"E, A DISTANCE OF 178.08 FEET; THENCE N90°00'00"E, A DISTANCE OF 26.53 FEET; THENCE N10°06'23"W, A DISTANCE OF 971.15 FEET; THENCE N79°53'37"E, A DISTANCE OF 155.66 FEET; THENCE S46°01'20"E, A DISTANCE OF 120.76 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 55.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 23°20'50" AND A CHORD BEARING AND DISTANCE OF N68°13'12"E, 54.63 FEET; THENCE N79°53'37"E, A DISTANCE OF 265.44 FEET TO THE BEGINNING OF A CURVE; THENCE 41.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 17°27'39" AND A CHORD BEARING AND DISTANCE OF N88°37'26"E, 40.98 FEET; THENCE N07°21'16"E, A DISTANCE OF 51.22 FEET; THENCE N72°29'17"E, A DISTANCE OF 198.18 FEET; THENCE N39°30'41"W, A DISTANCE OF 209.15 FEET; THENCE N05°02'15"E, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 498.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 85°19'26" AND A CHORD BEARING AND DISTANCE OF S42°18'02"E, 454.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE 77.56 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE EAST, HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD BEARING AND DISTANCE OF S08°01'25"E, 77.29 FEET; THENCE S16°24'31"E, A DISTANCE OF 227.70 FEET TO THE BEGINNING OF A CURVE; THENCE 156.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 26°49'21" AND A CHORD BEARING AND DISTANCE OF S02°59'51"E, 155.40 FEET; THENCE S10°24'50"W, A DISTANCE OF 237.62 FEET TO THE BEGINNING OF A CURVE; THENCE 273.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 46°46'06" AND A CHORD BEARING AND DISTANCE OF S33°47'53"W, 265.92 FEET; THENCE S57°10'56"W, A DISTANCE OF 67.78 FEET TO THE BEGINNING OF A CURVE; THENCE 239.64 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 772.29 FEET, A CENTRAL ANGLE OF 17°46'44" AND A CHORD BEARING AND DISTANCE OF S48°17'33"W, 238.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 229.17 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 30°11'07" AND A CHORD BEARING AND DISTANCE OF S54°29'45"W, 226.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE 21.89 FEET ALONG THE ARC THE ARC OF SAID CURVE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF S27AN°46'42"W, 20.00 FEET; THENCE S75°58'04"W, A DISTANCE OF 70.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; THENCE 21.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°37'14" AND A CHORD BEARING AND DISTANCE OF N55°50'33"W, 20.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE 532.66 FEET ALONG THE ARC THE ARC OF SAID CURVE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 70°09'34" AND A CHORD BEARING AND DISTANCE OF N62°34'23"W, 500.00 FEET; THENCE N25°06'39"W, A DISTANCE OF 54.72 FEET; THENCE S65°31'10"W, A DISTANCE OF 190.00 FEET; THENCE S16°04'15"W, A DISTANCE OF 77.04 FEET TO THE BEGINNING OF A CURVE; THENCE 292.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.56 FEET, A CENTRAL ANGLE OF 80°17'32" AND A CHORD BEARING AND DISTANCE OF S56°13'01"W, 268.93 FEET; THENCE S52°45'26"W, A DISTANCE OF 153.20 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE;

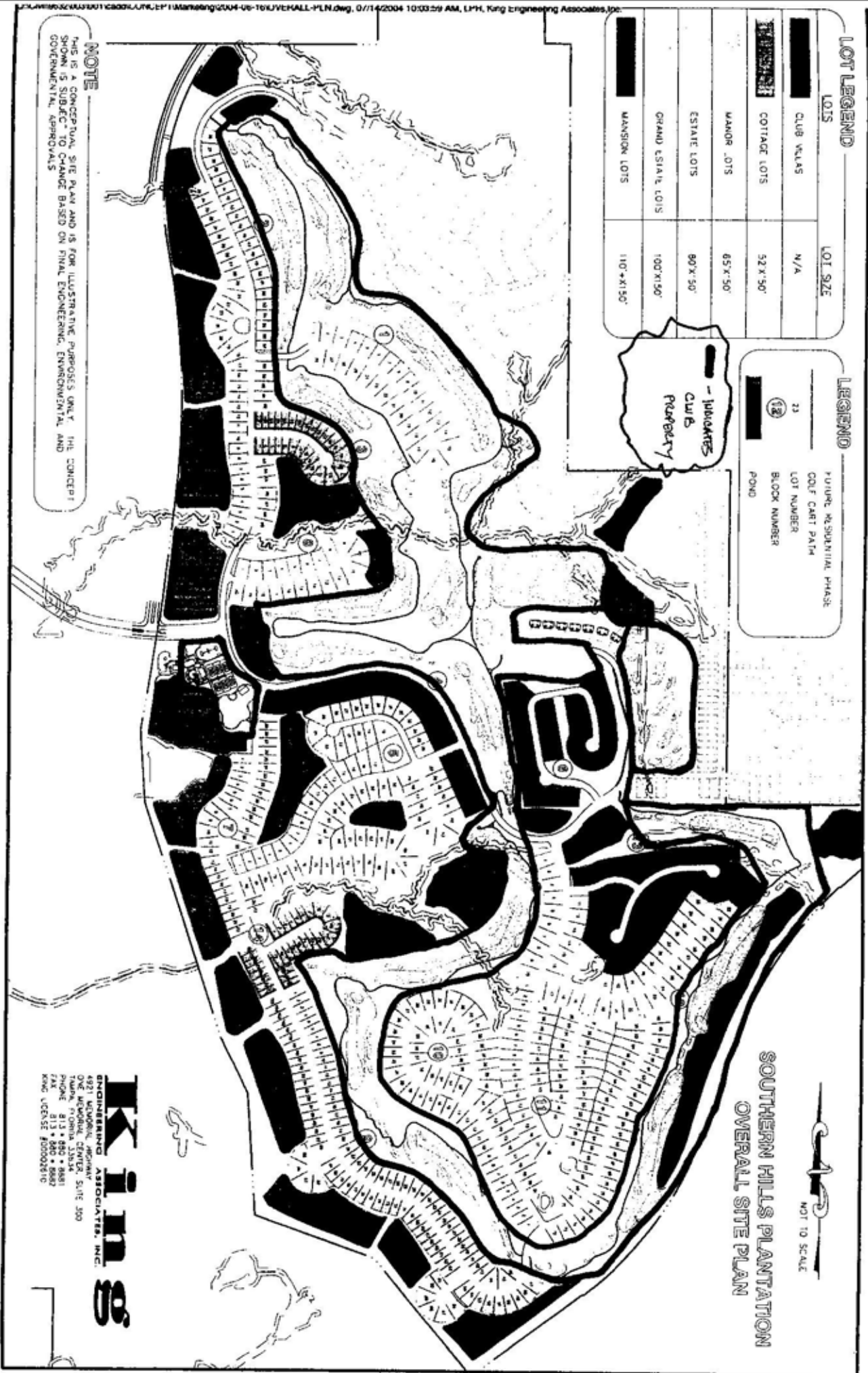
THENCE 421.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 208.00 FEET, A CENTRAL ANGLE OF 116°04'20" AND A CHORD BEARING AND DISTANCE OF S57°38'46"W, 352.93 FEET; THENCE N69°43'37"W, A DISTANCE OF 60.27 FEET; THENCE N87°45'32"W, A DISTANCE OF 317.38 FEET; THENCE S88°58'47"W, A DISTANCE OF 95.83 FEET; THENCE N84°07'47"W, A DISTANCE OF 87.89 FEET; THENCE S67°10'04"W, A DISTANCE OF 53.19 FEET; THENCE S64°22'43"W, A DISTANCE OF 80.00 FEET; THENCE S69°32'28"W, A DISTANCE OF 283.52 FEET; THENCE S19°47'05"E, A DISTANCE OF 151.76 FEET; THENCE S70°12'55"W, A DISTANCE OF 150.00 FEET; THENCE S19°47'05"E, A DISTANCE OF 19.03 FEET TO THE BEGINNING OF A CURVE; THENCE 79.14 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 04°39'02" AND A CHORD BEARING AND DISTANCE OF S22°06'36"E, 79.12 FEET; THENCE S65°33'52"W, A DISTANCE OF 201.00 FEET; THENCE S26°33'39"E, A DISTANCE OF 66.84 FEET; THENCE S55°25'52"W, A DISTANCE OF 71.85 FEET; THENCE S42°29'51"W, A DISTANCE OF 56.55 FEET; THENCE S56°03'03"W, A DISTANCE OF 9.05 FEET; THENCE S64°38'09"W, A DISTANCE OF 55.30 FEET; THENCE S72°39'06"W, A DISTANCE OF 37.11 FEET; THENCE S61°22'32"W, A DISTANCE OF 22.72 FEET; THENCE S79°21'26"W, A DISTANCE OF 72.76 FEET; THENCE S69°48'46"W, A DISTANCE OF 14.28 FEET; THENCE N18°22'51"W, A DISTANCE OF 1,375.45 FEET; THENCE N03°49'30"W, A DISTANCE OF 574.96 FEET; THENCE N09°16'01"E, A DISTANCE OF 1,062.00 FEET; THENCE N06°49'07"E, A DISTANCE OF 848.04 FEET TO THE BEGINNING OF A CURVE; THENCE 1,869.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 6,160.00 FEET, A CENTRAL ANGLE OF 17°23'33" AND A CHORD BEARING AND DISTANCE OF N01°52'40"W, 1,862.74 FEET; THENCE N10°34'26"W, A DISTANCE OF 124.57 FEET TO THE BEGINNING OF A CURVE; THENCE 1,701.38 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 2,040.00 FEET, A CENTRAL ANGLE OF 47°47'07" AND A CHORD BEARING AND DISTANCE OF N13°19'08"E, 1,652.50 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4 TOWNSHIP 23 SOUTH, RANGE 19 EAST; THENCE ALONG SAID LINE S89°51'36"E, A DISTANCE OF 139.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,757,926 SQUARE FEET OR 224.011 ACRES, MORE OR LESS.

EXHIBIT "B"

CLUB PROPERTY

[Insert Sketch]



LOT LEGEND

LOTS	LOT SIZE
CLUB VILAS	N/A
COTTAGE LOTS	52' X 50'
MANOR LOTS	65' X 50'
ESTATE LOTS	80' X 50'
GRAND ESTATE LOTS	100' X 50'
MANSSION LOTS	110' X 150'

LEGEND

FUTURE RESIDENTIAL PHASE
 GOLF CART PATH
 LOT NUMBER
 BLOCK NUMBER
 POND

CLUB PROPERTY
 CLUB PROPERTY

NOTE
THIS IS A CONCEPTUAL SITE PLAN AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.

**SOUTHERN HILLS PLANTATION
OVERALL SITE PLAN**

NOT TO SCALE

K i n g
 ENGINEERING ASSOCIATES, INC.
 4921 MEMORIAL AVENUE
 ONE MEMORIAL CENTER, SUITE 200
 MEMORIAL PARK, FORT WORTH, TEXAS 76104
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