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Hernando County, Florida
01/30/2007 11:31AM
KAREN NICOLAI, Clerk

9/2

Prepared by and return to:
Donna J. Feldman, Esquire
Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North, Suite 103
Clearwater, Florida 33764

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OFFICIAL RECORDS
BK: 2393 PG: 1154

FIRST AMENDMENT TO
SOUTHERN HILLS GOLF CLUB
DECLARATION OF COVENANTS

THIS FIRST AMENDMENT TO SOUTHERN HILLS GOLF CLUB DECLARATION OF COVENANTS ("Amendment") is made on this 22ND day of JANUARY 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, as the "Club Owner," and joined in by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, as the "Developer."

WITNESSETH:

WHEREAS, Club Owner is the Club Owner under that certain Southern Hills Golf Club Declaration of Covenants, recorded and made effective on November 3, 2004, in Official Records Book 1923, Page 1880 of the Public Records of Hernando County, Florida, as supplemented (collectively, the "Club Declaration"); and

WHEREAS, pursuant to Section 24 of the Club Declaration, Club Owner has the right to amend the Club Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Club Owner desires to (a) correct certain scrivener's errors within the Club Declaration, (b) update, clarify and conform certain provisions of the Club Declaration with the Club Membership Plan, as updated and amended, other Club Documents and changes in the plan of development of the Property, and (c) clarify certain matters regarding the operation of the Club.

NOW, THEREFORE, Club Owner hereby amends the Club Declaration in the following respects, and Developer hereby joins into this Amendment as Developer pursuant to the Club Declaration reaffirming the terms of the Club Declaration and that the Property has been, and shall continue to be held, sold and conveyed subject to the terms and conditions of the Club Declaration, as amended hereby:

Club Declaration-1st Amend-V3 (2).doc

"Essential Club Facilities" shall have the meaning set forth in Section 5.1 of the Club Declaration.

3. Benefits of Club. In addition to the provisions set forth in Section 2 of the Club Declaration, and by way of additional clarification thereof, each Owner, by having acquired or acquiring a Residential Unit within the Property, acknowledges that there were significant other housing opportunities available to each Owner in the general location of the Property at the time of Owner's purchase of its Residential Unit, that the automatic Sports-Social Membership at the Club required to be maintained by each Owner as to each Residential Unit owned by such Owner is desirable and beneficial to such Owner's interest in, and touches and concerns his or her Residential Unit, and that each Owner acquired his or her Residential Unit with full knowledge of the obligation to maintain, at a minimum, a Sports-Social Membership at the Club as to each Residential Unit owned by such Owner with the intent, for purposes of the Club Declaration, of acquiring a single product including the right to use portions of the Club Facilities as may exist and be made available by the Club, in its sole discretion, for use by such Owner from time to time based on the Owner's membership level at the Club, and subject to the terms and conditions of the Club Declaration and the other Club Documents. In accordance with the Club Membership Plan, in order to apply for a higher membership category, an Owner must pay the initiation payment then in effect for such higher membership category, and the Club may approve such application, if at all and subject to availability, in the Club's discretion. Furthermore, notwithstanding Section 2.3 of the Club Declaration to the contrary, the failure heretofore or hereafter of any grantor to include in any deed a statement that such deed is subject to the terms of the Club Declaration shall not invalidate or modify the effect of the Club Declaration as a covenant running with title to the portion of the Property so conveyed.

4. Application for Membership. Section 2.8 is hereby added to the Club Declaration, as follows:

2.8 Application. Each Owner shall apply for membership at the Club, at the Sports-Social Membership level at a minimum, at the time and in accordance with the procedure set forth in the Club Membership Plan. All Owners will be accepted automatically for Sports-Social Membership. Any Owner who fails to complete and submit an Application for Membership for at least the Sports-Social Membership when required to do so pursuant to the Club Documents shall be deemed to have completed the same and agreed to the terms thereof applicable to the Sports-Social Membership as provided in the Club Membership Plan.

5. Golf Carts. No Member may own, lease and/or operate a private golf cart within the Club Property except as may be permitted by, and subject to the terms and conditions of the Club Documents. If the Club permits private carts to be operated in the Club Property, then such carts will be required to be purchased or leased through the Club, at fees and rates and pursuant to Rules and Regulations established by the Club from time to time. The Club has the right, in

case of extreme financial downturn, potential insolvency or bankruptcy, and in such event this right of first refusal shall apply). Notwithstanding anything set forth in the Club Declaration to the contrary, the Association's right of first refusal, as provided for in the Club Declaration, shall terminate as to the Club Facilities, or portion thereof, upon the first to occur of the Association becoming the owner of the Club Facilities or portion thereof, 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, or permanently closing the Club Facilities, or portion thereof.

7. Lien Priority. Club Owner hereby reaffirms the terms and provisions of Section 8.1 of the Club Declaration, which provide, in part, that the lien created by the Club Declaration is subordinate to any lien of the Association for Assessments. In that regard, the last sentence of Section 4.3 and the second sentence of Section 6.12 of the Club Declaration are hereby deleted in their entirety, as scrivener's errors. It is the intent of the Club Owner and the Developer that the lien of the Association for Assessments shall be prior to the lien of the Club Owner for Club Charges and any other provisions set forth in the Club Declaration to the contrary are hereby deemed amended to conform with the foregoing intention.

8. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Club Declaration. Except as expressly modified by this Amendment, the Club Declaration, as previously supplemented, shall remain unmodified and unamended, and Club Owner and the Developer hereby ratify and reaffirm the same.

[Signature page immediately follows.]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of January, ~~2006~~ 2007, 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.



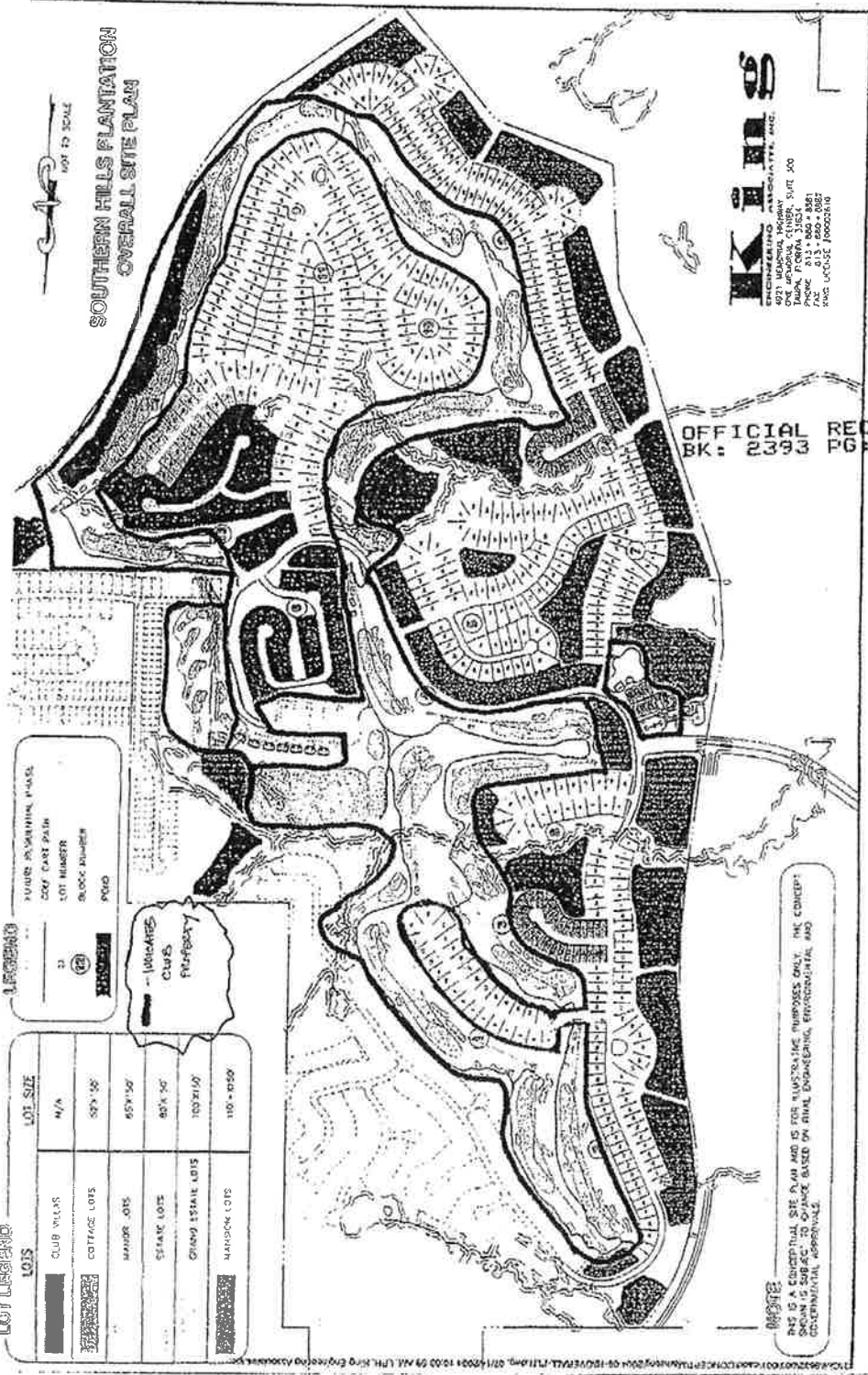
Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Print Name
My Commission Expires: 2/23/09

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of January, ~~2006~~ 2007, 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.



Melissa A Trump
Notary Public, State of Florida
Melissa A. Trump
Print Name
My Commission Expires: 2/23/09



**SOUTHERN HILLS PLANTATION
OVERALL SITE PLAN**



K I M S
ENGINEERING ARCHITECTURAL INC.
627 WOODLAND BOULEVARD, SUITE 500
JACKSONVILLE, FLORIDA 32254
PHONE 312-880-8881
FAX 312-880-8882
WWW.KIMS.COM

Amended
Exhibit "B"

OFFICIAL RECORDS
BK: 2393 PG: 1162

LEGEND

YOUR NUMBERING SYSTEM	33
YOUR DRAWING NUMBER	33
YOUR LOT NUMBER	33
YOUR BLOCK NUMBER	33
YOUR PAGE	33

LOCATIONS
CLUBS
PROPERTY

LOT LEGEND

LOT TYPE	LOT SIZE
CLUB VILAS	N/A
COTTAGE LOTS	537' x 50'
MAJOR LOTS	653' x 50'
ESTATE LOTS	803' x 50'
GRAND ESTATE LOTS	1023' x 100'
MANOR LOTS	1100' x 650'

NOTE
THIS IS A CONCEPTUAL SITE PLAN AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE CONCEPT HAS BEEN DEVELOPED BASED ON A PRELIMINARY ENVIRONMENTAL AND GEOLOGICAL SURVEY.