

Prepared by and when recorded 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: 2401 PG: 1945

**SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SOUTHERN HILLS PLANTATION  
(FOREST GARDEN VILLAGE NEIGHBORHOOD)**

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 17<sup>th</sup> day of JANUARY, 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), and is joined in by SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association") and COTTAGE RESORT PROPERTIES, LLC, a Florida limited liability company ("Builder").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Southern Hills Plantation, recorded October 15, 2004, in Official Records Book 1914, Page 989, of the Public Records of Hernando County, Florida, as the same may have been amended and supplemented and may be amended and supplemented in the future (collectively, the "Declaration").

B. Developer has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Builder is the Owner of the Lots described in Exhibit "A" attached hereto, and desires certain additional maintenance services to be provided to the Lots.

E. Developer desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto, to be known as "Forest Garden Village Neighborhood", which are included within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

**STATEMENT OF DECLARATION**

Developer hereby declares that the Forest Garden Village Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as supplemented and amended by this Supplemental Declaration.

1. Designation. The Forest Garden Village Neighborhood is hereby designated as a Neighborhood. The Forest Garden Village Neighborhood may, but shall not be required to, be expanded by the Developer, in its sole discretion, at any time and from time to time, by the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, any Builder, or the Owners, including without limitation, any or all Owners of Lots within the Forest Garden Village Neighborhood.
  
2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Forest Garden Village Neighborhood at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance, shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Forest Garden Village Neighborhood. An Owner within the Forest Garden Village Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Forest Garden Village Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.
  
3. Lot Maintenance. Each Owner shall maintain the Owner's Lot, at the Owner's sole cost and expense, in accordance with the terms of the Declaration until the Lot is improved with a completed dwelling unit. Thereafter, the Association shall maintain the lawn areas of each Lot in the Forest Garden Village Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, weeding, elimination of cutting (blowing), trimming (including oak trees), mulch replacement, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by any Builder on the Lots within the Forest Garden Village Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of annuals or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot

Owners within the Forest Garden Village Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Forest Garden Village Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement immediately when due. Failure by any Owner to pay any such invoice immediately when due shall give rise to an indebtedness of the Owner to the Association treated in accordance with Article VII, Section 13 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Forest Garden Village Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Forest Garden Village Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VII, Section 8 of the Declaration.
5. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are owners of a Lot within the Forest Garden Village Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Forest Garden Village Neighborhood as to matters unique to, and affecting only the Lot Owners within the Forest Garden Village Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Declarant has sold seventy-five percent (75%) of the Lots within the Forest Garden Village Neighborhood, the Board shall appoint all three (3) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold ninety percent (90%) of the Lots within the Forest Garden Village Neighborhood, the Board shall appoint two (2) persons to be designated by Declarant to serve on the Neighborhood Committee. Thereafter, and until Declarant has sold the last Lot within the Forest Garden Village Neighborhood, the Board shall appoint one (1) person to be designated by Declarant to serve on the Neighborhood Committee.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

DEVELOPER:

Melissa A Trump  
Printed Name: Melissa A. Trump

HAMPTON RIDGE DEVELOPERS, LLC,  
a Delaware limited liability company

By: LandMar Group, LLC,  
a Delaware limited liability company,  
Its: Sole Member

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

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

By: James R. Harvey  
James R. Harvey, Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Jan, 2007, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, as 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 \_\_\_\_\_ (type of identification) as identification.

(Seal)



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

JOINED IN BY ASSOCIATION:

SOUTHERN HILLS PLANTATION  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not for profit corporation

Witness:

Melissa Trump  
Printed name: Melissa Trump  
Deborah M. O'Brien  
Printed name Deborah M. O'Brien

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

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of Jan, 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(Seal)



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

JOINED IN BY BUILDER:

COTTAGE RESORT PROPERTIES, LLC,  
a Florida limited liability company  
d/b/a Vallery Custom Homes  
By: Vallery Florida Holding Company,  
a Florida corporation  
Its: Managing Member

Witness:

Wendy Hoffmann  
Printed name: Wendy Hoffmann

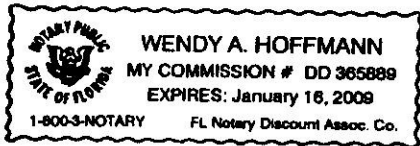
M. Gutierrez  
Printed name: Michelle Gutierrez

By Mark Vallery  
Mark Vallery, Trustee of the  
Vallery Family Revocable Living  
Trust U/T/A dated February 13, 2006  
Its: President

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Feb, 2007, by Mark Vallery, as Trustee of the Vallery Family Revocable Living Trust U/T/A dated February 13, 2006, as President of Vallery Holding Company, a Florida corporation, as Managing Member of Cottage Resort Properties, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(Seal)



Wendy Hoffmann  
Notary Public, State of Florida  
Printed name: Wendy Hoffmann  
My Commission Expires: 1/18/2009

**EXHIBIT "A"**

**Description of Forest Garden Village Lots**

Lots 1 through 19, Block 14, Southern Hills Plantation Phase 2, according to the map or plat thereof recorded in Plat Book 35, Pages 1 through 18, of the Public Records of Hernando County, Florida.