

Prepared by and when recorded return to:
Donna J. Feldman, Esquire
Donna J. Feldman, P.A.
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Clearwater, Florida 33764

OFFICIAL RECORDS
BK: 2428 PG: 1572

**SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
SOUTHERN HILLS PLANTATION
(CLUB VILLAS NEIGHBORHOOD)**

This Supplement to Declaration of Covenants and Restrictions for Southern Hills Plantation ("Supplemental Declaration") is made this 17th day of APRIL, 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").

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 (described in the Declaration) shall be held, sold, conveyed and encumbered by the Declaration.

C. Article XI of the Declaration permits the Developer to unilaterally supplement and amend the Declaration to annex Additional Property to the Property encumbered by the Declaration, extending thereto the jurisdiction of the Southern Hills Plantation Homeowners Association, Inc., a Florida not-for-profit corporation ("Association"), and to modify and supplement terms, covenants, and conditions as to Additional Property.

D. Developer desires to annex the real property described on Exhibit "A" attached hereto ("Club Villas Property") to the Property, to encumber the Club Villas Property with the Declaration, and to extend thereto the jurisdiction of the Association.

E. Developer desires to supplement and amend the Declaration to designate the Club Villas Property as a "Neighborhood" to be known as the "Club Villas Neighborhood" pursuant to the Declaration, designate a Neighborhood Association as to the Club Villas Neighborhood, and modify certain covenants contained in the Declaration as to the Club Villas Neighborhood, all as permitted by the Declaration.

STATEMENT OF DECLARATION

The Club Villas Property is hereby made subject to the Declaration, and Exhibit "A" attached to this Supplemental Declaration is hereby added as a supplementary Exhibit "A" to the Declaration. Developer hereby declares that the Club Villas Property 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 Club Villas Neighborhood is hereby designated as a Neighborhood. The Club Villas 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 portions of the Property or annexation of Additional Property. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, any Builder, or any Owners whether within or outside of the Club Villas Neighborhood.

2. Neighborhood Association. The Club Villas Neighborhood is being developed as a residential condominium project. The Declaration of Condominium of the Southern Hills Plantation Club Villas Condominiums is being recorded concurrent with this Neighborhood Supplement to establish covenants, conditions and restrictions as to the unique character of the Neighborhood which are not otherwise established or governed by the Declaration ("Condominium Declaration"). The Southern Hills Club Villas Condominium Association, Inc., a Florida non-profit association ("Condominium Association"), has been established as the association to govern the condominium affairs pursuant to the terms of the Condominium Declaration, which association is hereby designated as a "Neighborhood Association" pursuant to the Declaration.

3. Assessments. The Condominium Declaration will impose assessments on the Residential Units (defined as a "Unit" in the Condominium Declaration) within the Club Villas Neighborhood, which assessments will be in addition to all assessments imposed by the Declaration as to all Residential Units within the Property. All Association assessments applicable to a condominium Unit shall be billed by the Association to a Lot Owner (defined as the "Unit Owner" in the Condominium Declaration) and paid by the condominium Unit Owner directly to the Association, except the Golf Course Lot Assessment and the irrigation portion of the Services Assessment. In recognition of the unique physical character of the Residential Units within the Club Villas Neighborhood being grouped together in multi-unit buildings, the Golf Course Lot Assessment and the irrigation portion of the Services Assessment shall be billed by the Association to the Condominium Association and paid by the Condominium Association as a common expense of the Club Villas Neighborhood. In further recognition of the unique physical character of the Residential Units within the Club Villas Neighborhood as compared to detached Residential Units otherwise subject to the Declaration, Developer hereby declares that: (a) the Club Villas Neighborhood shall be assessed fifteen (15) Golf Course Lot Assessments, notwithstanding that there may be more than fifteen (15) Units within the Club Villas Neighborhood; and (b) the Club Villas Neighborhood shall be assessed the equivalent of five (5) Services Assessments for the irrigation component only at the rate charged, from time to time, for 80-foot wide Residential Units, notwithstanding the number of Units within the Club Villas Neighborhood. The Developer does not anticipate the necessity of imposing Neighborhood Assessments as to the Club Villas Neighborhood

in addition to the assessments that will be imposed by the Condominium Declaration. Club Villas Neighborhood does not require, and shall not have the right to appoint a Neighborhood Committee given the establishment of the Condominium Association as the Neighborhood Association, and the governance of the affairs of the Neighborhood and establishment of condominium assessments by the Condominium Association.

4. Architectural Standards. For the purpose of complying with Article IV of the Declaration, the Condominium Declaration shall provide that no individual Lot Owner may make any modifications to the exterior of the Residential Unit or buildings containing Residential Units. Any modifications shall be made, if at all, only by the Condominium Association, and then only subject to the provisions of Article IV of the Declaration and the terms and conditions of the Condominium Declaration.

5. Maintenance. With respect to the Club Villas Neighborhood, including, without limitation, the portion of the Property included therein, and all structures constructed thereon, the Condominium Association shall be responsible for satisfying all exterior maintenance obligations designated as the obligation of a Lot Owner by the Declaration, and the Association shall have the right to enforce the same against the Condominium Association as an Owner under the Declaration.

6. Occupancy and Leasing Restrictions. As contemplated and permitted by Article IV, Section 12.b., of the Declaration, the Residential Units within the Club Villas Neighborhood may be rented or leased for any period of time (whether more or less than thirty (30) consecutive days), and any number of times during any twelve (12) month period (whether more or less than three (3) times), subject to the terms, conditions and restrictions for rental and lease set forth in the Condominium Declaration. In lieu of the requirement set forth in Article IV, Section 12.b. of the Declaration, that a copy of the written lease be provided to the Association, the Condominium Association, by way of the Condominium Declaration, shall impose and specify procedures applicable to the rental of Residential Units within the Club Villas Neighborhood, and Owners thereof shall not be required to provide a copy of a written lease to the Association. Tenants of Owners who lease their Residential Units within the Club Villas Neighborhood for less than thirty (30) consecutive days and/or more frequently than three (3) times per year, as may be permitted by the Condominium Declaration, will not have the right to use the Owner's membership at the Club. Such Owners and tenants should refer to the Club Membership Plan for details regarding any rights or privileges that may be afforded to them by the Club from time to time. Except for the foregoing variances in the length of stay, number of rentals permitted, provision of a copy of a written lease, and tenant's use of an Owner's Club membership, the terms of Article IV, Section 12 shall apply to the rental or lease of Residential Units within the Club Villas Neighborhood.

7. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

[Signatures on following pages.]

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

DEVELOPER:

HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company


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

Its: Sole Member

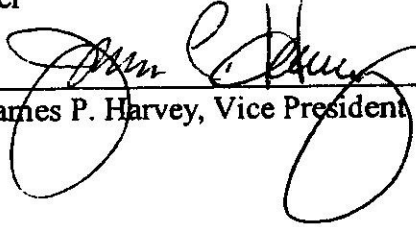
By: LandMar Management, LLC,
a Delaware limited liability company

Its: Manager

Witness:


Printed Name: DEBORAH M. O'BRIEN


Printed Name: MELISSA TRUMP


By: 
James P. Harvey, Vice President

JOINED IN BY ASSOCIATION:

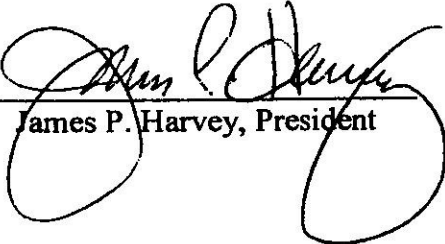
Witness:

SOUTHERN HILLS PLANTATION HOMEOWNERS
ASSOCIATION, INC.,

a Florida not for profit corporation


Printed Name: DEBORAH M. O'BRIEN

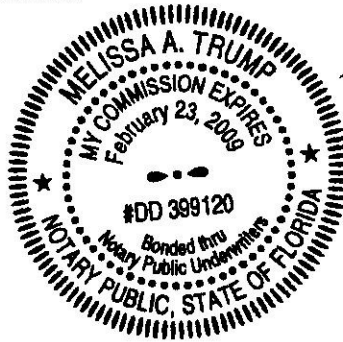

Printed Name: MELISSA TRUMP

By: 
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April, 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.

(NOTARY SEAL)



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

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of April 2007, by James P. Harvey, as President of Southern Hills Plantation Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)



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

EXHIBIT "A"

Description of Club Villas Property

That portion of Section 3, Township 23 South, Range 19 East, Hernando County, Florida, being further described as follows:

Commence at the Northernmost corner of Lot 11, of Southern Hills Plantation Hilltop, as recorded in Plat Book 38, Page 4, of the Public Records of Hernando County, Florida; thence along the West boundary of Tract X of said Southern Hills Plantation Hilltop, N.39°30'41"W., 209.15 feet to the South line of Summit View Drive; thence leaving said line, N.05°02'15"E., 60.00 feet to the Point of Beginning; thence N.84°57'45"W., 485.20 feet; thence N.17°38'19"W., 203.90 feet; thence S.84°57'34"E., 615.01 feet; thence S.71°45'20"E., 136.30 feet; thence S.58°48'47"E., 146.56 feet; thence S.28°45'12"W., 23.32 feet; thence S.17°45'14"W., 201.78 feet to a non-tangent curve concave Southwesterly and having a radius of 335.00 feet; thence Northwesterly along said curve, 300.28 feet through a central angle of 51°21'27" (chord bearing N.59°17'02"W., 290.33 feet) to the Point of Beginning