

Prepared by and return to:

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BK: 2033 PG: 985

R
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
SOUTHERN HILLS PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Second Amendment") is made on this 27th day of May, 2005, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 2202 N. West Shore Blvd., Suite 125, Tampa, Florida 33607, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the Developer under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in Official Records Book 1914, Page 989, as amended by that certain First Amendment recorded in Official Records Book 1931, Page 85, all of the Public Records of Hernando County, Florida (hereinafter "Declaration"); and

WHEREAS, pursuant to Article XII, Section 3.a., of the Declaration, Developer has the right to amend the Declaration without the joinder or consent of any other person or legal entity; and

WHEREAS, Developer desires to correct a scrivener's error and an omission in the Declaration and desires to evidence an Amendment to the Articles of Incorporation for the Association.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article II of the Declaration is hereby replaced in its entirety and amended to read as follows:

The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Developer intends to develop the Property described on Exhibit "A" attached hereto as the first phase of the Project. In addition, Developer may, in the future, but shall have no obligation, to annex and submit to the lands encumbered by this Declaration the lands described in Exhibit "D" to this Declaration or other lands located in the vicinity of the Property. If Developer elects to annex and submit ~~such~~ any additional lands to the lands encumbered by this Declaration, then Developer shall follow the procedure set forth in Article ~~X~~ XI below. Until such time, only the Property described in Exhibit "A"

to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against the lands described in Exhibit "D".

2. Article V, Sections 2 and 3, of the Declaration are hereby replaced in their entirety and amended to read as follows:

2. Classification. The Association has two (2) classes of voting membership:

a. Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

b. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Developer-owned Lot existing or ultimately planned or and proposed Lot owned by Developer for development within all phases of the Project. The provisions of Article VII of the Declaration exempting portions of the Property owned by the Developer from the Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; (ii) twenty (20) years from the recording date of this Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

3. Transition of Control. Any other provision of this Article to the contrary notwithstanding, Owners other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board not later than the earliest of the events specified in Section 2.b., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots or lands to be developed into Lots owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a

ratio of at least one (1) Class B Lot to three (3) Class A Lots in the overall area subject to the Declaration.

4. Notwithstanding Article VI, Section 3.c., of the Declaration, or any other provision of the Declaration, to the contrary, the reclaimed water system that Developer intends to install or cause to be installed within the Property will be maintained by the Association, and the water to be distributed by the Association within the Property for irrigation purposes may be taken from wells and/or ponds that the Developer and/or the Association either owns, controls or has the right to utilize.
5. The Articles of Incorporation attached to the Declaration as Exhibit "B" have been amended as evidenced by those certain Articles of Amendment filed with the Florida Department of State, Division of Corporations, on May 26, 2005, a copy of which is attached to this Second Amendment as Exhibit "A".
6. Except as expressly modified by this Second Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

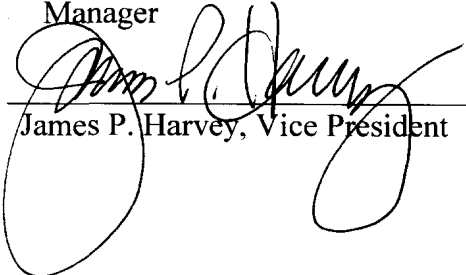
HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

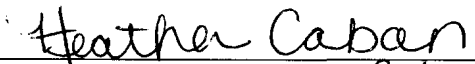
By: LandMar Group, LLC,
a Delaware limited liability company


Its: Sole Member

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

Its: Manager

By: 
James P. Harvey, Vice President


Printed Name: Heather Caban


Printed Name: James P. Harvey

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of MAY, 2005, by James P. Harvey the Vice President of LandMar Management, LLC, a Delaware limited liability company, the manager of LandMar Group, LLC, a Delaware limited liability company, the sole member of Hampton Ridge Developers, LLC, a Delaware limited liability company, on behalf of the companies. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

C. Spielberger
Print Name Cheryl L. Spielberger
My Commission Expires: AUG '06

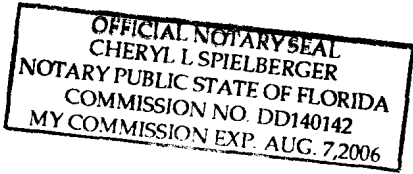


EXHIBIT "A"

ARTICLES OF AMENDMENT FILED
TO
ARTICLES OF INCORPORATION
OF
SOUTHERN HILLS PLANTATION, FLORIDA
HOMEOWNERS ASSOCIATION, INC.

05 MAY 26 PM 3:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida not-for-profit corporation adopts the following amendment to its Articles of Incorporation:

AMENDMENT ADOPTED:

In order to clarify the provisions of the Articles of Incorporation and make them consistent with the Declaration, Article V, Section 1 is hereby amended to read as follows:

1. Classification. This Association has two (2) classes of voting membership:

a. Class A. So long as there is Class B membership, Class A Members are all Owners, except Developer. Class A Members are entitled to one (1) vote for each Lot owned. Upon termination of Class B membership, Class A Members will be all Owners, including Developer so long as Developer is an Owner.

b. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Developer-owned Lot existing or ultimately planned or proposed for development within all phases of the Project. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; or (ii) twenty (20) years from the recording date of the Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the Bylaws referring to classes of membership will be of no further force and effect.

Upon any of the above events occurring, the Class A Members shall be entitled to elect a majority of the Board of Directors and assume control of the Association. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots, or land to be developed into Lots, owned by the Class B Member are annexed into the Association as

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permitted by the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot to three (3) Class A Lots in the overall area subject to the Declaration.

The date of adoption of the amendment was: May 18, 2005

Adoption of Amendment: There are no members or members entitled to vote on the Amendment and the Amendment was adopted by the Developer, pursuant to Article X, Section 1 of the Articles of Incorporation.

Signed this 23RD day of May, 2005.

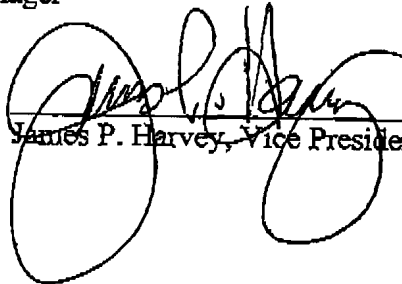
HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company

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

Its: Sole Member

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

Its: Manager

By: 
James P. Harvey, Vice President

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