

Prepared by and return to:

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

Doc# 2007030981
Hernando County, Florida
05/07/2007 12:18PM
KAREN NICOLAI, Clerk

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 12th day of April, 2007, by HAMPTON RIDGE DEVELOPERS, LLC, a Delaware limited liability company, whose address is 14055 Riveredge Drive, Suite 225, Tampa, Florida 33637, 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, that certain Second Amendment ("Second Amendment") recorded in Official Records Book 2033, Page 985, that certain Third Amendment recorded in Official Records Book 2103, Page 1395, and that certain Fourth Amendment recorded in Official Records Book 2369, Page 429, all of the Public Records of Hernando County, Florida, as supplemented (hereinafter collectively, the "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, pursuant to its rights under the Declaration and its powers set forth in its Articles of Incorporation and Florida Statutes, the Association has entered into a bulk services agreement with a provider of non-potable irrigation water, for the purpose of providing non-potable irrigation water throughout the Project including the Common Areas, Common Maintenance Areas and individual Lots; and

WHEREAS, Developer desires to provide for certain clarifications, and amplifications of the provisions of the Declaration with respect to non-potable irrigation water in order to provide for the continued benefit of all Owners within the Project.

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

1. Irrigation Water. Article VI, Section 3.c. of the Declaration, as amended by Paragraph 4 of the Second Amendment, is hereby renamed and restated in its entirety as follows:

Irrigation Water and System.

(i) Developer intends to install or cause to be installed a non-potable water transmission and distribution system (the "Irrigation System") within the Property in accordance with the terms of the Development Agreements, which Irrigation System will transmit and distribute non-potable water, groundwater, stormwater, and/or reclaimed water (collectively and severally referred to as "Irrigation Water") throughout the Project. The Developer may, but shall not be obligated to, convey portions of the Irrigation System to the Association to be owned and maintained as Common Area, and portions of the Irrigation System to third parties, including, without limitation, an entity in the business of transmitting and distributing Irrigation Water. Pursuant to the Development Agreements, the Project is required to take certain amounts of reclaimed water for irrigation use in consideration for sewer capacity being made available to the Project. Until reclaimed water becomes available, the Developer and/or the Association may distribute, or cause to be distributed, Irrigation Water consisting of ground water and stormwater within the Property. Each Owner and the Club Owner shall be required to use Irrigation Water in lieu of potable water to the extent that such water is made available to the Lots and/or the Club Property, respectively. Neither the Developer, the Association, any CDD nor any provider of non-potable Irrigation Water, makes any representation or warranty as to the quantity of Irrigation Water that will be available to Lots or the Club Property from time to time.

(ii) The Association shall be responsible for monitoring and controlling the use of Irrigation Water within the Project, including creating and enforcing an irrigation schedule. The Association may charge Owners for the cost of providing Irrigation Water to the Owners' Lots, whether for itself or by virtue of any bulk services agreement between the Association and a provider of non-potable Irrigation Water, and for the cost of any such monitoring, operational and collection services associated with provision of Irrigation Water to the Project. Any individual charges imposed on each Lot by the Association for provision of Irrigation Water to such Lot shall be uniform based on Lot size and anticipated use of Irrigation Water based on such Lot size, and shall be part of the Services Assessment, but no individual charge shall be imposed as to a Lot until a certificate of occupancy is issued for the Residential Unit constructed thereon. Any portion of the Irrigation System owned by the Association shall be maintained by the Association, and the cost therefor will be part of the Annual Maintenance Assessment described in Article VII, Section 3 below.

(iii) Each Residential Unit and the Club Facilities shall be constructed with an underground irrigation system including a backflow device in compliance with the Development Agreements, the Design Review Manual and any requirements imposed by any provider of non-potable Irrigation Water. The Owner of each Lot shall be required to maintain, repair and replace any and all pipes, shut-offs, valves, fixtures, appliances or apparatus of every kind and nature used in connection with, or forming part of, any installation for utilizing Irrigation Water within such Owner's Lot and connecting the lateral or similar distribution lines serving any such Owner's Lot to the Irrigation System service connection located at the boundary of each Owner's Lot (the "Individual System"). Each Owner shall maintain such Owner's Individual System in operable condition and repair at all times to enable the reception of Irrigation Water from the service connection to the Individual System. If any part of the Individual System becomes inoperable or is in inadequate condition, the Association shall have the right to notify the Owner in writing and the Owner shall repair such condition within thirty (30) days of Owner's receipt of such written notice. If the Owner fails to repair such condition within the 30-day period, then the Association shall have the right to do so at the Owner's sole cost and expense, which may be levied by the Association as an Assessment against the Lot.

(iv) BY ACCEPTANCE OF TITLE TO ITS LOT, EACH OWNER ACKNOWLEDGES THAT RECLAIMED WATER CONSISTS OF TREATED EFFLUENT WHICH MAY BE ODOROUS AND MAY PRESENT CERTAIN HEALTH RISKS IF CONSUMED BY PEOPLE OR ANIMALS, ASSUMES THE RISK THEREOF, AND RELEASES THE DEVELOPER, THE ASSOCIATION, THE CDD AND ANY PROVIDER OF IRRIGATION WATER FROM ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES TO PERSON OR PROPERTY ALLEGEDLY ARISING FROM THE PRESENCE AND USE OF RECLAIMED WATER WITHIN THE PROJECT, AND THE CONSUMPTION THEREOF. NEITHER DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY PROVIDER OF IRRIGATION WATER SHALL BE LIABLE TO ANY OWNER OR THE CLUB OWNER OR CLUB OPERATOR FOR ANY INTERRUPTION IN IRRIGATION SERVICE, THE QUALITY OF IRRIGATION WATER, THE SOURCE OF IRRIGATION WATER, ANY STAINS OR DISCOLORATION CAUSED BY THE USE OF RECLAIMED WATER, OR ANY DAMAGE TO THE LANDSCAPING OR SOD ON ANY LOT, THE COMMON AREA OR THE CLUB PROPERTY CAUSED BY PROVIDING OR NOT PROVIDING IRRIGATION SERVICE. The Developer, the Association, the CDD or any provider of Irrigation Water may post signs or provide other notification of the source of Irrigation Water.

2. Reference to Non-Potable Irrigation Water. Any and all references in the Declaration which refer to ground water, well water, stormwater, reclaimed water, and/or non-potable water for irrigation purposes, shall be deemed to refer to "Irrigation Water," where the context permits such interpretation.
3. 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 Declaration.

Except as expressly modified by this 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 Amendment to Declaration the date first stated above.

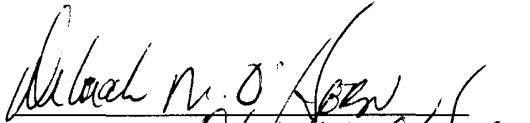
HAMPTON RIDGE DEVELOPERS, LLC,
a Delaware limited liability company


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

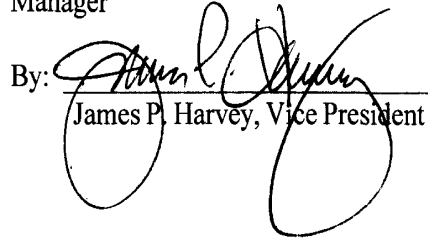
Its: Sole Member

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

Its: Manager


Printed Name: Deborah N. O'Brien


Printed Name: Melissa Trump

By: 
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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


Notary Public, State of Florida

Melissa A. Trump
Print Name
My Commission Expires:

