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OFFICIAL RECORDS

BK: 2529 PG: 1802



Prepared by and return to:

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 11<sup>th</sup> day of January, 2008, 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:

01/28/2008 12:46PM # Pages 3  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

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 recorded in Official Records Book 2033, Page 985, that certain Third Amendment recorded in Official Records Book 2103, Page 1395, that certain Fourth Amendment recorded in Official Records Book 2369, Page 429, and that certain Fifth Amendment recorded in Official Records Book 2438, Page 1, 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, Owners of unimproved Lots have not consistently maintained their Lots as required by Article VIII, Section 2 of the Declaration, resulting in an unsightly and unattractive appearance to the Community; and

WHEREAS, Developer desires to provide for the Association to consistently and adequately maintain unimproved Lots by the Association, at the expense of such Lot Owners, for the benefit of all Owners.

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. Maintenance. The text of Article VIII, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

Once a Lot has been sold by Developer, each Owner, at his or her expense, shall be responsible to maintain in good order and keep in an attractive condition, free from overgrowth, weeds and rubbish, and in accordance with Hernando and/or City of Brooksville regulations as well as the Regulations, all portions of his or her Lot and any improvements located thereon, from time to time. As to Lots on which vertical improvements have not yet been constructed or commenced (*i.e.*, a vacant Lot), the Association shall cause each such vacant Lot to be bush hogged at least twice per year, and otherwise as deemed necessary by the Board to keep such Lots, free from overgrowth and weeds and other noxious growth, until the time that construction of improvements on such Lot commences. Once construction of improvements has commenced on a Lot, and during all periods of construction on such Lot, the Lot shall be kept in a neat and orderly condition by the Owner with construction debris and trash being confined in containers or trash enclosures.

Owners of Lots abutting or adjacent to lakes within the Property shall keep the shoreline of the lake free of litter and debris and shall maintain and irrigate the lawn and landscaping to the waterline of the lake whether such area is included within or outside of the boundary of such Lot. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Owners of Lots who are in violation of any portion of this provision shall be required to pay to the Association any and all charges incurred by the Association to maintain such Lots. The costs incurred by the Association for mowing, bush hogging, clearing and/or otherwise maintaining any Lot and for the removal of any debris or rubbish together with interest, costs of suit and reasonable attorneys' fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

2. Specific Assessments. The text of Article VII, Section 13 of the Declaration is deleted in its entirety and replaced with the following:

Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain his or her Lot and Unit as provided in this Declaration may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice. In addition, the Association shall assess against each Owner of a

vacant Lot an amount established each year by the budget for the Association's performance of the maintenance specified in Article VIII, Section 2 of the Declaration.

- 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 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: [Signature]  
Graydon E. Miars, Vice President

[Signature]  
Printed Name: Christina Pass

[Signature]  
Printed Name: Manuel Garcia

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JANUARY, 2008, by Graydon E. Miars, 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 PERSONALLY KNOWN as identification.

[Signature]  
Notary Public, State of Florida



[Signature]  
Print Name  
My Commission Expires: AUGUST 7, 2010