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Prepared by and return to:

OFFICIAL RECORDS
BK: 2369 PG: 429

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

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION ("Amendment") is made on this 4th day of DECEMBER, 2006, 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 recorded in Official Records Book 2033, Page 985, and that certain Third Amendment recorded in Official Records Book 2103, Page 1395, 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, Developer desires to provide for certain clarifications and corrections to the Declaration, and to amplify certain platted restrictions associated with the Property 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. Definitions. The following Subsection hhh., is hereby added to the end of Article I, Section 2:

hhh. "Club Facilities" shall have the meaning set forth in the Club Declaration.

2. Article II. Article II is hereby amended to correct a scrivener's error. The reference in Article II to "Article X below" is hereby amended to read "Article XI below."
3. Club Access Easement. The easement rights granted to the Club Owner, for itself, the Club Operator, and its members, guests, invitees and licensees, pursuant to Article III, Section 3.f., shall include access through any gates located on the streets and roadways within the Property.
4. Landscaping; Buffer Areas. Article IV, Section 5.a., of the Declaration is hereby amended as follows (with underlining indicating added text, and strike-out indicated deleted text):
 - a. Landscaping; Buffer Areas; Landscape Areas. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Manual. The Design Review Committee has prescribed certain plant materials and landscape plans which must be utilized as to any platted "Landscape Buffer Easements." Without limiting anything set forth in this section, (i) no plant material shall be removed, trimmed or added to any area designated as a "Buffer Area" or "Landscape Buffer Easements" on any Plat without prior approval of the ~~Development~~ Design Review Committee, (ii) no structures shall be permitted in any platted "Buffer Areas," (iii) "Landscape Buffer Easements" shall be improved only with landscaping, underground irrigation systems and retaining walls approved by the Design Review Committee, and (iv) each Owner shall be responsible for maintaining any platted "Buffer Area" and/or "Landscape Buffer Easements" within such Owner's Lot, and the Owner's general landscape maintenance obligations set forth in Article VIII, Section 2 of the Declaration shall be deemed modified hereby as to the platted "Buffer Areas" and "Landscape Buffer Easements". Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed except in compliance with the Design Review Manual and otherwise approved by the Design Review Committee, or in violation of the Law. As of the date of this Declaration, the Design Review Manual prohibits removal of trees having a caliper of six (6) inches or greater at breast height. No tree or shrub plantings will be permitted in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited. Notwithstanding the foregoing limitations, each Owner shall remove and replace dead or diseased trees within such Owner's Lot. If the tree being replaced was planted by the Owner or his or her predecessor as to the Lot, then

the Owner must replace the tree with a comparable size and type of tree. If the tree being replaced existed on the Lot at the time of the initial construction of the Residence, then the Owner must replace the tree with a tree of at least four (4) inch caliper at breast height. Any question as to the type of tree to be planted to replace a dead or diseased tree must be directed to, and approved by the Design Review Committee. This section shall not be interpreted or applied in a manner that would prohibit an Owner from implementing xeriscape or Florida-friendly landscaping, as defined in Section 373.185, Florida Statutes, as amended from time to time.

5. Golf Carts. To ensure the safety of the roadways within the Property, and to further the preservation of value and desirability of the Property for all Owners, the following restriction is hereby added as Section 25 to the end of Article IV of the Declaration:

25. Golf Carts. Owners who desire to own or operate golf carts on the roadways and other portion of the Property shall be required to purchase golf carts of the same make, model and color as are used and required to be used by the Club with respect to the Club Property. Any golf cart used on the roadways within the Property must have headlights, rear stop lights, and such other safety features as may be prescribed by the Association, from time to time, in the Regulations. All golf carts shall be operated in accordance with, and subject to the Regulations promulgated, from to time, with respect to such operation. Only Persons of at least sixteen (16) years of age with a valid driver's license shall be permitted to operate a golf cart anywhere within the Property.

6. Club Charges. For clarification purposes, and notwithstanding anything to the contrary set forth in the Declaration, (a) Club Charges are not and shall not be considered "Assessments" of the Association whether or not the Association collects Club Charges for the Club Owner at the Club Owner's request, and (b) nothing in the Declaration shall obligate the Club Owner to engage the Association to collect the Club Charges on behalf of the Club Owner, or to continue to engage the Association for that purpose once so engaged. The foregoing does not diminish the lien of the Club as to Club Charges created and governed by the Club Declaration, which lien is hereby reaffirmed. The word "Club" was inadvertently omitted from and is hereby inserted before the word "Owner" at the end of the ninth line of Article VII, Section 9 of the original, recorded Declaration.
7. 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

By: [Signature]
James P. Harvey, Vice President

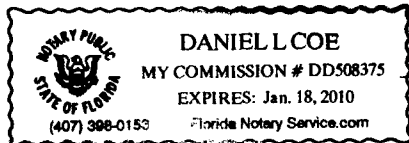
[Signature]
Printed Name: DEBORAH M. OFFER

[Signature]
Printed Name: Daniel L. Coe

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2008, 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.

[Signature]
Notary Public, State of Florida



Print Name
My Commission Expires: