

Prepared by and return to:

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Suite 600
Clearwater, FL 33764

R-ENV

Cross-reference:
O.R. Book 1914
Page 989

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

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION (“Amendment”) is made on this 4th day of May, 2016, by **SHP GROUP LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, hereinafter referred to as **“Developer.”**

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Declarant’s Rights recorded in O.R. Book 3022, Page 1658, of the Public Records of Hernando County, Florida (**“Public Records”**), Developer is the “Developer” under that certain Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, of the Public Records (as the same has been amended and supplemented 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 amend the Declaration as set forth in this Amendment.

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. Use by Developer. In light of the slowdown in the residential real estate market during recent years, and in the interest of promoting the development of homes within the Project, Section 1.c., of Article III of the Declaration is hereby amended in its entirety to read as follows (*underlined text is added, and strike-through text is deleted*):
 - c. Use by Developer and Other Persons. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Developer shall have the right to use, and to allow Builders to use, and occupy portions of the Common Area without payment of any

rent or use fee for sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, until Developer and all Builders have sold all Lots within the Property, ~~but not later than fifteen (15) years from the recording date of this Declaration~~, notwithstanding turnover of control of the Association to the Owners. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Developer and the Association shall have the right to allow the CDD to use any portion of the Common Area on such terms as the Developer or the Association deems appropriate. The Association shall also have the right and authority to allow, by rental agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or other services to the Project and the Club Owner and Club Operator. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Areas as determined from time to time by the Board, provided such use does not unreasonably interfere with the Owners' use of the Common Areas.

2. Golf Carts; Prohibited Vehicles. In the interest of the safety of the residents and guests within the Project and the potential liability of the Association, Section 25 of the Declaration, as added by Section 4 of that certain Fourth Amendment to the Declaration, recorded in O.R. Book 2369, Page 429 of the Public Records, is hereby amended in its entirety to read as follows (*underlined text is added, and strike-through text is deleted*):

25. Golf Carts; Prohibited Vehicles. Owners who desire to own or operate golf carts on the roadways and any 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 time 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. Except for golf carts which comply with the foregoing terms and conditions, and satisfy the requirements of Section 26 below, no off-highway vehicles or vehicles that are not registered with the State of Florida Department of Highway Safety and Motor Vehicles (collectively,

“Prohibited Vehicles”) shall be allowed, permitted or used on the roadways or any other portion of the Property.

3. Golf Carts. To protect the Association from liability associated with Owners’ use of private golf carts within the Property, the following covenant is hereby added as Section 26 of Article IV of the Declaration:

26. Insurance of Private Golf Carts; Indemnity. With respect to any Owner’s use of a private golf cart within the Property, such Owner shall obtain a policy of liability insurance for: (a) bodily injury or death and property damage, with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) for injury to or death to any one person, and Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of more than one person in any one accident; and (b) Twenty-Five Thousand Dollars (\$25,000.00) for property damage.

All premiums for such insurance shall be paid by Owner, and the coverage shall be continually maintained during the period of Owner’s ownership and use of a private golf cart within the Property. Prior to operating the Owner’s private golf cart within the Property, Owner shall provide the Association with a certificate from the insurance company certifying the minimum coverage required herein, and naming Southern Hills Plantation Homeowners Association, Inc. as an additional insured. The policy must provide that it may not be modified or canceled without at least thirty (30) days prior written notice to the Association. Owners are prohibited from using such Owner’s private golf cart within the Property until the required insurance is obtained and evidence thereof is delivered to the Association. Owners shall be responsible to ensure that Owner and Owner’s family, invitees, tenants and guests operate any private golf cart within the Property in compliance with this Declaration and any Regulations adopted by the Association pursuant thereto, and all federal, state and local laws, regulations, ordinances or other operating criteria, as applicable, and any failure to do so shall be the sole responsibility and liability of the Owner. Each Owner, for himself, herself, or itself, and for the Owner’s family, invitees, tenants, and guests, releases the Association and the Association’s officers, directors, members, agents and representatives (collectively, the **“Indemnified Parties”**), and agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all liability, loss, cost, injury, damage or claim arising from the use of a private golf cart by Owner, or Owner’s family, invitees, tenants or guests within the property.

4. Transition of Control. Notwithstanding anything to the contrary in Section 2 of that certain Second Amendment to Declaration of Covenants and Restrictions for Southern Hills Plantation recorded in O.R. Book 2033, Page 985 of the Public Records, Article V, Sections

2 and 3 of the Declaration are hereby replaced in their entirety and amended to read as follows (underlined text is added, and strike-through text is deleted):

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 proposed 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; or (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.~~

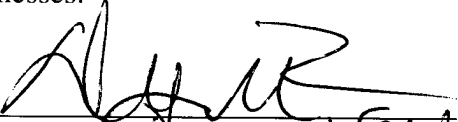
5. Annexation of Additional Properties. To conform to other changes being made to the Declaration, Section 1.a., of Article XI of the Declaration is hereby amended in its entirety to read as follows (*underlined text is added, and strike-through text is deleted*):
 - a. General. Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time that Developer continues to own any portion of the Property ~~within twenty (20) years from the date this Declaration is recorded~~, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder; provided such additional properties and the Owner or Owners thereof other than the Developer shall become, upon their inclusion within the Property, subject to Assessments for Association expenses.
6. Amendment to Articles of Incorporation. The Articles of Incorporation attached to the Declaration as Exhibit "B", as previously amended, have been further amended as evidenced by those certain Articles of Amendment filed with the Florida Department of State, Division of Corporations, on April 26, 2016, a copy of which is attached to this Amendment.
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.

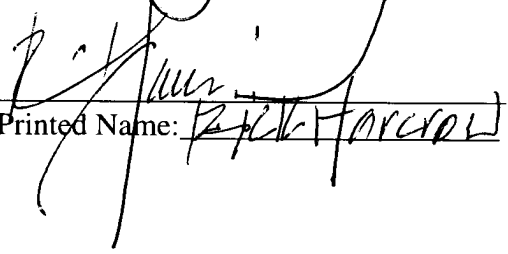
[Signature page follows.]

[Signature page- Southern Hills Declaration Seventh Amendment]

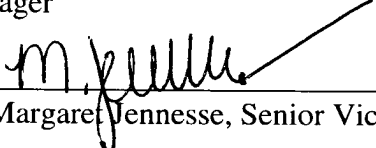
IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

Witnesses:


Printed Name: Donna J. Feldman

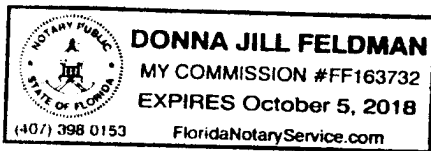

Printed Name: Peter Harwood

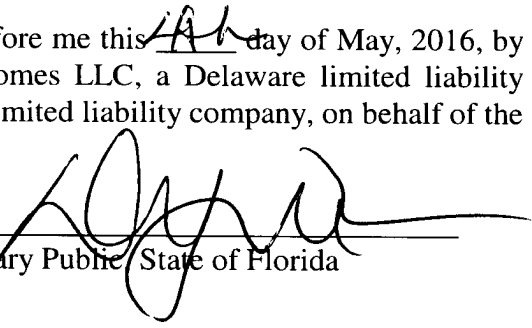
SHP Group LLC
a Delaware limited liability company
By: GP Homes LLC
a Delaware limited liability company
as: Manager

By: 
Margaret Jenesse, Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 2016, by Margaret Jenesse as Senior Vice President of GP Homes LLC, a Delaware limited liability company, as Manager of SHP Group LLC, a Delaware limited liability company, on behalf of the companies. She is personally known to me.




Notary Public, State of Florida

Print Name
My Commission Expires:

FILED

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

16 APR 26 PM 12:34

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 in its entirety to read as follows:

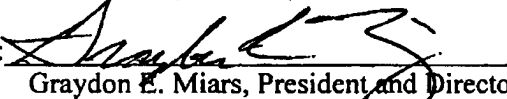
1. Classification. This Association has two (2) classes of voting membership as provided in the Declaration, which shall have such voting rights as set forth in the Declaration.

The date of adoption of the amendment was: November 11, 2015.

Adoption of Amendment: Pursuant to Article X, Section 1(d) of the Articles of Incorporation, the Developer, through the Board of Directors who are appointed by the Developer for so long as Class B membership exists, is entitled to amend the Articles of Incorporation without the vote of the Class A Members. This Amendment has been adopted by the Board, and no Members are entitled to vote thereon.

Signed effective as of November 11, 2015.

SOUTHERN HILLS PLANTATION
HOMEOWNERS ASSOCIATION, INC.
a Florida non-for-profit corporation

By: 
Graydon E. Miars, President and Director